DEED

THIS INDENTURE is made this 13th day of May _____ 2003, between the UNITED STATES OF AMERICA, acting through the Secretary of the Navy, by the Commanding Officer, Engineering Field Activity, Northeast, Naval Facilities Engineering Command, Lester, Pennsylvania, hereinafter referred to as "GOVERNMENT," and SOUTH SHORE TRI-TOWN DEVELOPMENT CORPORATION, a body corporate and politic organized under Chapter 301 of the 1998 Massachusetts Acts and Resolves, hereinafter referred to as "GRANTEE." It is based upon the following facts:

Recitals

WHEREAS, the Secretary of the Navy may convey surplus property at a closing installation to public bodies when a public purpose is served pursuant to the provisions of 40 U.S.C. § 484(e) (3) (H), as implemented by 41 CFR Part 101-47.304-9, and under the power and authority provided by Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175); and

WHEREAS, by application dated August 7, 2001, as amended, GRANTEE agreed to acquire the property therein described consistent with the provisions of the No-Cost Economic Development Conveyance Authority contained in the FY00 Department of Defense Authorization Act and the implementing OSD Policy Guidance of 29 October 1999, as amended, and on January 23, 2003 GOVERNMENT approved the application; and

WHEREAS, GRANTEE proposes to use the entire parcel of land described in the application for economic development purposes as set forth in the application of August 7, 2001 through a variety of mixed uses consistent with the Finding of Suitability to Transfer dated August 16, 2002 (the "FOST"); and

WHEREAS, GOVERNMENT and GRANTEE executed a Memorandum of Agreement, dated December 31, 2002 (the "MOA"), to facilitate the conveyance of the property; and

WHEREAS, GOVERNMENT and GRANTEE executed an Agreement for the Purchase of Real Property (N62472-03-RP-00052), dated March 18, 2003 (the "Purchase Agreement"), for the purchase of certain property therein described, and

WHEREAS, pursuant to the MOA, GOVERNMENT and GRANTEE agreed to use their good faith efforts to expeditiously accomplish the tasks required to transfer title to the Naval Air Station South Weymouth.

NOW THEREFORE, in consideration of the foregoing, of the terms and conditions set forth below, of the terms and conditions set forth in the Purchase Agreement, and of other good and valuable nominal, non-monetary consideration (the receipt and adequacy of which, as consideration, the parties hereto both acknowledge), the parties hereto, intending to be legally bound hereby, have agreed to, and do hereby, effectuate the conveyance set forth below.

Conveyancing Language

GOVERNMENT does hereby, subject to and with the benefit of any easements and encumbrances of record, insofar as now in force and applicable, and subject to the reservations, exceptions, notices, covenants, conditions, and restrictions expressly contained herein, grant, sell, convey, remise, release, and quitclaim unto GRANTEE, its heirs, successors, and its assigns, without any warranty express or implied as to the quantity or quality of GOVERNMENT's title (except such warranties as are specifically set forth herein, specifically required by 42 U.S.C. § 9620(h)(3)(A)(ii)), or otherwise required by law), all GOVERNMENT's right, title, and interest in that certain real property including, but not limited to the underlying estate, buildings, structures, and improvements, and personal property situated or installed thereon, but excluding the utility-distribution systems and components (including, without limitation, all surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, cables, and similar equipment, facilities, and devices used for the provision of steam, gas, electricity, potable water, non-potable water, storm drainage, sanitary sewer, telecommunications and such other similar utilities) (collectively, the "Existing Utility Systems") presently situated thereon (except that included within the conveyance are those Existing Utility Systems that are both (i) located within and are integral to a building or structure included within the conveyance, and (ii) serve only that building or structure), more fully described on the documents attached to this Deed and incorporated herein as Exhibit A (collectively, the "CONVEYED PROPERTY"),

TOGETHER WITH all and singular the ways, waters, water-courses, driveways, rights, infrastructure, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of GOVERNMENT, in law, equity, or otherwise howsoever, of, in, and to the same and every party thereof, and

TOGETHER WITH all riparian rights and all other privileges that may appertain to the CONVEYED PROPERTY, to the end and extent that GRANTEE, its successors, and assigns shall by this Indenture acquire all right, title, interest, and privilege of GOVERNMENT in and with regard to the beds of the rivers and of any other watercourses or bodies of water adjacent to the CONVEYED PROPERTY,

TO HAVE AND TO HOLD the CONVEYED PROPERTY, the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said GRANTEE, its heirs, its successors, and its assigns, to and for the only proper use and behoof of the said GRANTEE, its heirs, its successors, and its assigns forever.

Special Sections

I. <u>Notices</u>:

A. Notice of Environmental Condition.

Information concerning the environmental condition of the CONVEYED PROPERTY including the type and quantity of hazardous substances stored for one year or more, known by GOVERNMENT to have been released, or disposed of, and the time at which such storage, release or disposal took place, and a description of the remedial action taken, if any, is referenced in numerous reports, including but not limited to (1) documents known as the Findings of Suitability to Transfer dated August 16, 2002, which is attached hereto as **Exhibit B** and incorporated herein by reference, and (2) the Final Basewide Environmental Baseline Survey (EBS) Phase I, NAS South Weymouth, Massachusetts of 18 Nov. 96, the Phase I EBS Report Errata of 10 Nov 97, and the Draft Supplemental Environmental Baseline Survey, Naval Air Station, South Weymouth, Weymouth, Massachusetts of 13 Feb. 03, as it may be amended, which are also incorporated herein by reference, the receipt of which are hereby acknowledged by GRANTEE.

B. CERCLA Notices.

Pursuant to CERCLA 42 U.S.C. Section 9620(h), notice is hereby provided that information contained in the FOST as set forth in **Exhibit B**, attached hereto and made a part hereof, identifies hazardous substances that were stored for one year or more, known to have been released, or disposed of on the CONVEYED PROPERTY. GOVERNMENT has made a complete search of its files and records concerning the CONVEYED PROPERTY and represents that the FOST provides the requisite: (1) a notice of the type and quantity of such hazardous substances, (2) notice of the time the storage, release, or disposal took place, and (3) a description of the remedial action taken, if any.

Π. Representation, Warranty, and Covenant Required by 42 U.S.C. § 9620(h)(3)(A)(ii):

In accordance with 42 U.S.C. § 9620(h)(3)(A)(ii), GOVERNMENT hereby covenants and warrants that:

- (i) all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the CONVEYED PROPERTY has been taken as of the date of this Deed; and
- (ii) any additional remedial action found to be necessary after delivery of this Deed shall be conducted by GOVERNMENT.

III. Reservation of Access Required by 42 U.S.C. § 9620(h)(3)(A)(iii):

In accordance with 42 U.S.C. § 9620(h)(3)(A)(iii), GOVERNMENT reserves all reasonable and appropriate rights of access to the CONVEYED PROPERTY whenever any remedial action or corrective action is found to be necessary. The right of access described herein shall include the right to conduct tests, investigations, and surveys (including, where necessary, drilling, test pitting, boring, and other similar activities). Such right shall also include the right to conduct, operate, maintain, or undertake any other response or remedial action as reasonably necessary (including but not limited to monitoring wells, pumping wells, and treatment facilities). Any such entry, and all responses, or remedial actions, shall be coordinated in advance by GOVERNMENT, with such coordination including reasonable notice provided to GRANTEE or its successors and assigns, and shall be performed in a manner which eliminates, or minimizes to the maximum extent possible, (i) any damage to any structures now or hereafter located on the CONVEYED PROPERTY and (ii) any disruption or disturbance of the use and enjoyment of the CONVEYED PROPERTY.

IV. Reservation re Reciprocal Easements:

An agreement (Navy Contract No. N62472-03-RP-00060), as amended, creating reciprocal easements granting access and other rights affecting the CONVEYED PROPERTY of even date and record herewith has been executed by the parties and is incorporated by reference and made a part hereof as if set out in length.

V. Indemnification Required by U.S.P.L. 102-484 § 330:

GOVERNMENT acknowledges its obligation regarding indemnification of transferees of closing Department of Defense property pursuant to §330 of the National Defense Authorization Act of 1993 (Pub. L. No. 102-484, October 23, 1992), as amended by §1002 of Pub. L. 103-160, November 30, 1993.

VI. Lead-Based Paint:

GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all federal, state, and local laws relating to lead-based paint ("LBP") in its use and occupancy of the CONVEYED PROPERTY (including demolition and disposal of existing improvements). GOVERNMENT assumes no new or further liability as a result of this transfer than it would otherwise have for losses, judgments, claims, demands, expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the CONVEYED PROPERTY, arising after the conveyance of the CONVEYED PROPERTY from GOVERNMENT to GRANTEE. Improvements on the CONVEYED PROPERTY were constructed prior to 1978 and, as with all such improvements, a LBP hazard may be present. GOVERNMENT expressly acknowledges that this Section VI shall not in any way eradicate or diminish any of GOVERNMENT's obligations regarding (a) indemnification pursuant to §330 of the National Defense Authorization Act of 1993 (Pub. L. No. 102-484), as amended by §1002

of Pub. L. 103-160, (b) covenants and warranties required pursuant to 42 U.S.C. §9620(h)(3)(A), and (c) any other applicable law.

VII. Asbestos Containing Materials:

GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all federal, state, and local laws relating to asbestos containing materials ("ACM") in its use and occupancy of the CONVEYED PROPERTY (including demolition and disposal of existing improvements). GOVERNMENT assumes no new or further liability as a result of this transfer than it would otherwise have for losses, judgments, claims, demands, expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM on the CONVEYED PROPERTY, arising after the conveyance of the CONVEYED PROPERTY from GOVERNMENT to GRANTEE. GOVERNMENT expressly acknowledges that this Section VII shall not in any way eradicate or diminish any of GOVERNMENT's obligations regarding (a) indemnification pursuant to §330 of the National Defense Authorization Act of 1993 (Pub. L. No. 102-484), as amended by §1002 of Pub. L. 103-160, (b) covenants and warranties required pursuant to 42 U.S.C. §9620(h)(3)(A), and (c) any other applicable law.

VIII. Historic Fill:

GRANTEE, its successors and assigns, acknowledges that certain portions of the CONVEYED PROPERTY are underlain by historic fill material deposited by parties other than GOVERNMENT, which may contain rocks, boulders, and other non-hazardous debris such as ash (generated from controlled burn/vegetation reduction during land clearing operations), asphalt, brick, and/or concrete materials. GRANTEE, by acceptance of this Deed, covenants and agrees, for itself, its heirs, successors and assigns, that in its use and occupancy of the CONVEYED PROPERTY (including excavation) GRANTEE will comply with all Federal, state and local laws relating to the constituents of such historic fill and that GOVERNMENT assumes no new or further liability as a result of this transfer than it would otherwise have for damages for personal injury, illness, disability or death to GRANTEE, or to GRANTEE's heirs, successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with the historic fill on the CONVEYED PROPERTY, whether GRANTEE, its heirs, successors or assigns, has properly warned or failed to properly warn the individual(s) injured. GOVERNMENT expressly acknowledges that this Section VIII shall not in any way eradicate or diminish any of GOVERNMENT's obligations regarding (a) indemnification pursuant to §330 of the National Defense Authorization Act of 1993 (Pub. L. No. 102-484), as amended by §1002 of Pub. L. 103-160, (b) covenants and warranties required pursuant to 42 U.S.C. §9620(h)(3)(A), and (c) any other applicable law.

IX. Activity and Use Limitation:

GRANTEE covenants and agrees, on behalf of itself, its successors, and assigns that any use of the CONVEYED PROPERTY, or any portion thereof, shall be in compliance with (a) Activity and Use Limitation dated September 14, 1999, recorded with the Norfolk County Registry of Deeds in Book 13783, Page 228, and (b) Activity and Use Limitation dated April 13, 2000, recorded with the Norfolk County Registry of Deeds in Book 14110, Page 381.

X. Reservation of Terminal Doppler Weather Radar Easements:

A. 500 Foot Radius Clear Zone Safety Easement.

A 500 ft radius clear zone (safety easement) surrounding the Federal Aviation Administration's (FAA's) Terminal Doppler Weather Radar (TDWR) on the East Mat south of Subparcel OS-W-2 shall be maintained at the elevation of the top landing of the tower and above (75 ft above ground level), as more particularly shown on **Exhibit G**.

B. 2,000 Foot Radius Clear Zone Operational Easement.

A 2,000 ft radius clear zone (operational easement) shall be maintained at the elevation of the top landing of the tower and above (75 ft above ground level). This clear zone shall be between the true bearing of 225° proceeding in a north arc through 000°, maintaining a 2,000 ft radius, to 045° True, from the TDWR antenna. The TDWR Antenna location is 42° 09' 30" North (Latitude) and 70° 56' 00" West (Longitude), as more particularly shown on **Exhibit G**.

XI. Reservation of Utility System Easements:

A. Existing Utility Systems.

GOVERNMENT hereby reserves for itself, and for any assign that is a Federal agency acting for the United States of America, a non-exclusive and perpetual right and easement, across, through and under the CONVEYED PROPERTY to operate, tie into, connect with, install, use, maintain, repair, expand, and replace, to the extent reasonably necessary, the Existing Utility Systems currently owned by GOVERNMENT and located on the CONVEYED PROPERTY and servicing (i) GOVERNMENT's remaining land identified on Exhibit C hereto (the "Remaining Land") and/or (ii) the CONVEYED PROPERTY; provided, however, that (x) the operation, connection, installation, use, maintenance, repair, expansion, or replacement of the Existing Utility Systems shall comply in all respects with all reasonable rules and regulations, (y) the operation, connection, installation, use, maintenance, repair, expansion, or replacement of the Existing Utility Systems shall not unreasonably interfere with the conduct or operation of any business on the CONVEYED PROPERTY, or reduce the capacity of the Utility Systems (as defined below) to the detriment of GRANTEE, and (z) promptly after each exercise of the operation, connection, installation, use, maintenance, repair, expansion, or replacement of the Existing Utility Systems that disturbs the condition of the CONVEYED PROPERTY. GOVERNMENT, at its sole cost and expense, shall restore those portions of the CONVEYED PROPERTY affected by the operation, connection, installation, use, maintenance, repair, expansion, or replacement to substantially the same condition and appearance as existed

immediately prior to the disturbance. GOVERNMENT shall provide reasonable prior notice to GRANTEE, its successor or assigns, prior to exercising the rights set forth in this Section.

B. New Utility Systems.

GOVERNMENT hereby reserves for itself, and for any assign that is a Federal agency acting for the United States of America, a non-exclusive and perpetual right and easement, across, through and under the CONVEYED PROPERTY to operate, tie into, connect with, install, use, maintain, repair, expand, and replace, to the extent reasonably necessary, new utilitydistribution systems and components (including, without limitation, all surface, subsurface or elevated pipes, poles, lines, service connections, conduits, tanks, feeders, wires, fixtures, ducts, manholes, handholes, cables, and similar equipment, facilities, and devices used for the provision of steam, gas, electricity, potable water, non-potable water, storm drainage, sanitary sewer, telecommunications and such other similar utilities) (the "New Utility Systems," and together with the Existing Utility Systems, collectively referred to as the "Utility Systems") on the CONVEYED PROPERTY and servicing (i) the Remaining Land and/or (ii) the CONVEYED PROPERTY; provided, however, that (x) the operation, connection, installation, use, maintenance, repair, expansion, or replacement of the New Utility Systems shall comply in all respects with all reasonable rules and regulations, (v) the operation, connection, installation, use, maintenance, repair, expansion, or replacement of the New Utility Systems shall not unreasonably interfere with the conduct or operation of any business on the CONVEYED PROPERTY, or reduce the capacity of the Utility Systems to the detriment of GRANTEE, and (z) promptly after each exercise of the operation, connection, installation, use, maintenance, repair, expansion, or replacement of the New Utility Systems that disturbs the condition of the CONVEYED PROPERTY, GOVERNMENT, at its sole cost and expense, shall restore those portions of the CONVEYED PROPERTY affected by the operation, connection, installation, use, maintenance, repair, expansion, or replacement to substantially the same condition and appearance as existed immediately prior to the disturbance. GOVERNMENT shall provide reasonable prior notice to GRANTEE, its successor or assigns, prior to exercising the rights set forth in this Section.

The location of any New Utility Systems to be installed by GOVERNMENT on (i) the CONVEYED PROPERTY or (ii) the Remaining Land that would adversely affect the use by GRANTEE of any Utility Systems located on or servicing the CONVEYED PROPERTY, in each case shall be subject to the prior written consent and approval of GRANTEE (which shall not be unreasonably withheld or delayed). All New Utility Systems required by GOVERNMENT shall be installed by GOVERNMENT (or, at the request of GRANTEE, by GRANTEE) at the sole cost and expense of GOVERNMENT and shall be the property of GOVERNMENT.

C. Maintenance and Repair.

Nothing contained in this reservation, and nothing anywhere else in this Deed, creates any obligation or other responsibility on GOVERNMENT or GRANTEE, of any kind, either express or implied, to operate, maintain, service, repair, or improve in any way the Utility Systems located on the CONVEYED PROPERTY or on the Remaining Land. If GOVERNMENT fails to operate, maintain, service, repair, or improve in any way the Utility

Systems located or to be located on the CONVEYED PROPERTY or on the Remaining Land, GRANTEE may, at its sole option and expense, with or without notice to GOVERNMENT, operate, maintain, service, repair, or improve the Utility Systems as GRANTEE deems necessary or desirable.

D. Disposition of Utility Systems.

GOVERNMENT hereby further reserves for itself the right to dispose, release or otherwise transfer to GRANTEE the Utility Systems, in place, at no further cost and without any further obligation or liability to GOVERNMENT, except as provided elsewhere in this Deed. GRANTEE hereby specifically agrees to accept ownership of the disposed, released or otherwise transferred Utility Systems following receipt of written notice from GOVERNMENT, such disposal and acceptance to be memorialized in appropriate written, recordable documentation.

XII. Grant of Utility-Distribution System Easements:

A. Existing Utility Systems.

GOVERNMENT hereby grants to GRANTEE, its successors and assigns (i) a nonexclusive and perpetual right and easement to tie into, connect with, install, use, maintain, repair, expand, relocate and replace, to the extent reasonably necessary, any Existing Utility Systems owned by GOVERNMENT and located on the CONVEYED PROPERTY, on other land now or hereafter owned by the GRANTEE or on the Remaining Land and (ii) a non-exclusive and perpetual right and easement, across, through, and under the Remaining Land to tie into, connect with, install, use, maintain, repair, expand, relocate and replace any Existing Utility Systems located on the Remaining Land; provided, however, that (x) the connection, installation, use, maintenance, repair, expansion, relocation or replacement of the Existing Utility Systems shall comply in all respects with all reasonable rules and regulations, (y) the connection, installation, use, maintenance, repair, expansion, relocation or replacement of the Existing Utility Systems shall not unreasonably interfere with the conduct or operation of any business on the Remaining Land, or reduce the capacity of the Utility Systems to the detriment of GOVERNMENT, and (z) promptly after each exercise of the connection, installation, use, maintenance, repair, expansion, relocation or replacement of the Existing Utility Systems that disturbs the condition of the Remaining Land, GRANTEE or its successors and assigns, at its sole cost and expense, shall restore those portions of the Remaining Land affected by the connection, installation, use, maintenance, repair, expansion, relocation or replacement to substantially the same condition and appearance as existed immediately prior to the disturbance. GRANTEE shall provide reasonable prior notice to GOVERNMENT, its successor or assigns, prior to exercising the rights set forth in this Section.

B. New Utility Systems.

GOVERNMENT hereby grants to GRANTEE, its successors and assigns, a non-exclusive and perpetual right and easement, across, through, and under the Remaining Land to tie into, connect with, install, use, maintain, repair, expand, relocate and replace, to the extent reasonably necessary, New Utility Systems on the Remaining Land; provided, however, that (x) the connection, installation, use, maintenance, repair, expansion, relocation or replacement of the

New Utility Systems shall comply in all respects with all reasonable rules and regulations, (y) the connection, installation, use, maintenance, repair, expansion, relocation or replacement of the New Utility Systems shall not unreasonably interfere with the conduct or operation of any business on the Remaining Land, or reduce the capacity of the Utility Systems to the detriment of GOVERNMENT, and (z) promptly after each exercise of the connection, installation, use, maintenance, repair, expansion, relocation or replacement of the New Utility Systems that disturbs the condition of the Remaining Land, GRANTEE or its successors and assigns, at its sole cost and expense, shall restore those portions of the Remaining Land affected by the connection, installation, use, maintenance, repair, expansion, relocation or replacement to substantially the same condition and appearance as existed immediately prior to the disturbance. GRANTEE shall provide reasonable prior notice to GOVERNMENT, its successor or assigns, prior to exercising the rights set forth in this Section.

The location of any New Utility Systems to be installed by GRANTEE on the Remaining Land that would affect the use by GOVERNMENT of any Utility Systems located on or servicing the Remaining Property shall be subject to the prior written consent and approval of GOVERNMENT (which shall not be unreasonably withheld or delayed). All New Utility Systems required by GRANTEE shall be installed by GRANTEE at the sole cost and expense of GRANTEE and shall be the property of GRANTEE.

C. Relocation of Utility Systems.

GOVERNMENT shall not, without first obtaining the written consent and approval of GRANTEE (which shall not be unreasonably withheld or delayed), dismantle, remove, relocate or interfere with (except in connection with an adequate replacement) the operation of any of the Utility Systems owned by GOVERNMENT or by GRANTEE and located either on the CONVEYED PROPERTY or the Remaining Land that are used or that might reasonably be expected to be used by GRANTEE for such purpose.

XIII. Covenant re FAA Construction:

GRANTEE covenants and agrees, on behalf of itself, its successors, and its assigns, that all construction, alterations, or improvements on the CONVEYED PROPERTY, of whatever type or nature, shall, to extent (if any) required by law, fulfill the requirements of the Federal Aviation Administration for compliance with the regulations set forth in 14 CFR Part 77, entitled "Objects Affecting Navigable Airspace," and issued under the authority of the Federal Aviation Act of 1858, as amended.

XIV. Covenant re Non-Discrimination:

GRANTEE covenants and agrees, on behalf of itself, its successors, and its assigns, not to discriminate upon the basis of race, age, color, sex, religion, or national origin in the use, occupancy, sale, or lease of the CONVEYED PROPERTY, or any portion thereof.

XV. Reservation of Easements:

GOVERNMENT hereby reserves unto itself and any assigns that are Federal agencies acting for the United States of America the following non-exclusive rights and easements:

A. Coast Guard Housing.

Reference is made to the approximately 51.091 acres of land, more particularly described in Exhibit I attached hereto (the "Coast Guard Housing"). GOVERNMENT reserves the non-exclusive right and easement, for the benefit of the Coast Guard Housing, (i) for ingress and egress, on foot and by vehicle, through the roadways as shown on Exhibit I-1 attached hereto, now known as Shea Memorial Drive, Pidgeon Road and White Street, and the Trotter Road and Main Gate entrances; and (ii) to access the drainage outfall area shown on Exhibit I-2 attached hereto to perform routine maintenance and cleaning, subject to the obligation of GOVERNMENT to retain responsibility arising from its use of this right; provided, however, that GRANTEE may from time to time modify or relocate the easement areas designated on Exhibit I-1 and/or Exhibit I-2 with the prior written consent of GOVERNMENT, not to be unreasonably withheld or delayed.

B. FAA Terminal Doppler Weather Radar Facility.

Reference is made to the approximately 0.51 acres of land, more particularly described in **Exhibit J** attached hereto (the "Radar Facility"). GOVERNMENT reserves the non-exclusive right and easement, for the benefit of the Radar Facility, for ingress and egress, on foot and by vehicle, through the entrances and roadways now or hereafter located on the CONVEYED **PROPERTY**; provided, however, that GRANTEE may from time to time modify or relocate the entrances or roadways with the prior written consent of GOVERNMENT, not to be unreasonably withheld or delayed.

XVI. General Provisions:

- A Except as expressly provided in this Deed or as otherwise required by law, the CONVEYED PROPERTY is being conveyed "AS IS" and "WHERE IS," without representation, warranty, or guaranty as to quality, quantity, character, condition, size, kind, or fitness for a particular purpose.
- B. GRANTEE shall have the right but not the obligation to record any, some, or all of the documents (including but not limited to the instruments incorporated herein as exhibits) that comprise this Deed.
- C. Except if and as otherwise provided expressly herein or as prohibited or otherwise required by law, the burdens of this Deed shall bind (i) GRANTEE and its successors and assigns, and, in turn, their heirs, successors, assigns, representatives and personal representatives, in perpetuity, and (ii) GOVERNMENT and its successors and assigns, and, in turn, their heirs, successors, assigns, representatives and personal representatives, in perpetuity.

- D. Except if and as otherwise provided expressly herein or as prohibited or otherwise required by law, the benefits of this Deed shall inure to the benefit of (i) GRANTEE and its successors and assigns, and, in turn, their heirs, successors, assigns, representatives and personal representatives, in perpetuity, and (ii) GOVERNMENT and any successors and assigns that are Federal agencies acting for the United States of America, in perpetuity.
- In the event that any successor or assign of GOVERNMENT is not a Federal E. agency acting for the United States of America (a "Third Party Assign"), such Third Party Assign shall have (i) the rights of access and egress described in Section 4.4 of the Access Agreement and (ii) a non-exclusive and perpetual right and easement, in common with others who lawfully may be entitled thereto, for the benefit of the portion of the Remaining Land acquired by such Third Party Assign (the "Third Party Land"), to tie into, connect with, and use, to the extent reasonably necessary, any Utility Systems now or hereafter owned by GOVERNMENT or GRANTEE and located on the CONVEYED PROPERTY and (iii) a nonexclusive and perpetual right and easement, in common with others who lawfully may be entitled thereto, for the benefit of the Third Party Land, across, through, and under the CONVEYED PROPERTY to tie into, connect with and use any Utility Systems now or hereafter owned by GOVERNMENT or GRANTEE and located on the CONVEYED PROPERTY; provided. however, that (x) the connection with and use of the Utility Systems shall comply in all respects with all reasonable rules and regulations, (v) the connection with and use of the Utility Systems shall not unreasonably interfere with the conduct or operation of any business on the CONVEYED PROPERTY, or reduce the capacity of the Utility Systems to the detriment of GRANTEE, and (z) promptly after each exercise of the connection with and use the Utility Systems that disturbs the condition of the CONVEYED PROPERTY, such Third Party Assign, at its sole cost and expense, shall restore those portions of the CONVEYED PROPERTY affected by the connection or use to substantially the same condition and appearance as existed immediately prior to the disturbance. Any Third Party Assign shall provide reasonable prior notice to GRANTEE, its successor or assigns, prior to exercising the rights set forth in this Section.
- To the extent that the Utility Systems are conveyed by GOVERNMENT to GRANTEE or are otherwise owned by GRANTEE, GRANTEE and its successors and assigns, shall have the sole and exclusive right and responsibility to contract for and perform all the repair and maintenance activities related to the Utility Systems. Every Third Party Assign shall contribute to the payment of the costs and expenses incurred of insuring, repairing, replacing and maintaining the Utility Systems (the "Utility Easement Expenses"). Any Third Party Assign shall be responsible for a portion of the Utility Easement Expenses equal to the total Utility Easement Expenses multiplied by a fraction, the numerator of which is the gross floor area, reasonably determined, of all buildings existing at the time the Utility Easement Expenses were incurred situated on the Third Party Land and the denominator of which is the total gross floor area, reasonably determined, of all buildings existing at the time the Utility Easement Expenses were incurred situated on all of the CONVEYED PROPERTY and the Third Party Land together (the dollar amount payable by the foregoing calculation is called an "Utility Easement Expense Contribution"). Any Third Party Assign shall pay its Utility Easement Expense Contribution to GRANTEE or its successor or assign within thirty (30) days following delivery by GRANTEE or its successor or assign to such Third Party Assign of an invoice detailing the Utility Easement

Expenses and the Utility Easement Expense Contributions attributable to such Third Party Assign.

- G. Each Third Party Assign shall indemnify, exonerate and hold GRANTEE and its successors and assigns harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, injury to persons and damage to property, arising out of the Third Party Assign's exercise of the easement rights granted herein.
- H. In the event of any conflict between the terms and provisions of this Deed and the terms and provisions of the FOST, the terms and provisions of this Deed shall control.

[signatures on following page]

IN WITNESS WHEREOF, GOVERNMENT has caused this instrument to be executed as of the day and year first written above.

UNITED STATES OF AMERICA, acting by and through the Department of the Navy, WITNESS: (signature) (please print or type name) COMMONWEALTH OF TONNSYLVANIA COUNTY OF DELAWAR & Before me, MICHART. ____, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared GREGORY C. TRESON with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence),

and who, upon oath, acknowledged himself (or herself) to be the Real Estate Contracting Officer of DEPARTMENT OF THE NAVY of the UNITED STATES OF AMERICA, the withinnamed bargainer, and that he as such Real Estate Contracting Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the governmental entity by himself as such Real Estate Contracting Officer.

WITNESS my hand and seal at office, on this the 1374 day of

Motary Public

Mx Commission Expires:

NOTARIAL SEAL MICHAEL T. DUNN, Notary Public Lester, Delaware County My Commission Expires Nov. 6, 2004 GRANTEE, by acceptance of this Deed, agrees to accept the conveyance of the CONVEYED PROPERTY and agrees for itself, its successors and assigns, to be bound by all of the terms and provisions of the Deed.

SOUTH SHORE TRI-TOWN DEVELOPMENT CORPORATION

Name: John W. Rogers
Title: CHAIRMAN, BOARD OF DIRECTORS

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFICE

On this day of MAY 2003 before me, a Notary Public of the Commonwealth of Massachusetts, personally appeared John W. Local , who acknowledged himself to be the Massachusetts of South Shore Tri-Town Development Corporation, a party to the foregoing agreement, and acknowledged that, being authorized to do so, s/he executed the foregoing instrument for the purposes therein contained by signing the name of South Shore Tri-Town Development Corporation by herself/himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Beth H. Mitchell
Notary Public
My Commission expires on April 18, 2008

Exhibit A

Legal Description of Conveyed Property

PARCELS FE1-1A, FE1-1B & FE1-1C

Three certain parcels of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown as Parcels FE1-1A, FE1-1B and FE1-1C on a plan entitled "Property Boundary Survey (F.O.S.T No.1 & No.2), Naval Air Station, South Weymouth, MA", prepared by Surveying and Mapping Consultants, Inc., dated April _____, 2003, recorded herewith (the "Plan"), more particularly bounded and described as follows:

PARCEL FE1-1A

Beginning at a point on the easterly side of Main Street (Route 18), as shown on the Plan, said point being the northwesterly corner of the herein described parcel, thence

S 89-49-17 E by said Main Street (Route 18), a distance of 35.00 feet to a point, thence

S 89-24-06 E by Parcel FP1-1C as shown on the Plan, a distance of 918.34 feet to a point, thence

Southeasterly by the same, along a tangent curve to the right having a radius of 545.67 feet and an arc length of 270.05 feet to a point, thence

S 61-02-46 E by the same, a distance of 118.81 feet to a point, thence

Southeasterly by the same, along a non-tangent curve to the left having a radius of 520.87 feet and an arc length of 284.39 feet to a point, thence

N 87-40-14 E by the same, a distance of 382.90 feet to a point, thence

Northeasterly by the same, along a non-tangent curve to the left having a radius of 498.22 feet and an arc length of 367.68 feet to a point, thence

N 45-23-14 E by the same, a distance of 211.70 feet to a point, thence

Northeasterly by the same, along a non-tangent curve to the right having a radius of 498.22 feet and an arc length of 200.86 feet to a point, thence

N 67-28-36 W by the same, a distance of 361.34 feet to a point, thence

N 27-54-59 E by White Street as shown on the Plan, a distance of 136.20 feet to a point, thence

N 34-40-56 E by the same, a distance of 115.57 feet to a point near a drill hole, thence

S 55-19-11 E by land shown on said Plan as now or formerly of Joseph A. Jr., and Helen F. Delaney, Trustees and Patricia Dambrosia and Gardner Avenue, a distance of 260.00 feet to a point, thence

S 65-08-40 E by Parcel FP1-1A as shown on the Plan, 486.42 feet to a point, thence

Southeasterly, by land shown on the Plan as now or formerly of the United States of America (U.S.C.G. Family Housing), by a curve to the right having a radius of 1650.00 feet and an arc length of 246.16 feet to a point, thence

S 24-24-51 W by Parcel FE2-1B as shown on the Plan, a distance of 64.36 feet to a point, thence

Southeasterly by the same, along a non-tangent curve to the right having a radius of 1593.27 feet and an arc length of 995.39 feet to a point, thence

Southwesterly by the same, along a compound curve to the right having a radius of 1582.34 and an arc length of 845.78 feet to a point, thence

Southwesterly by the same, again along a compound curve to the right having a radius of 1589.88 feet and an arc length of 503.43 feet to a point, thence

S 23-34-39 W by the same, a distance of 326.66 feet to a point, thence

Southeasterly by the same, along a curve to the left having a radius of 515.43 feet and an arc length of 249.32 feet to a PK nail, thence

N 90-00-00 W by the same, a distance of 320.11 feet to a steel survey marker, thence

N 04-42-38 E by the same, a distance of 328.52 feet to a point, thence

N 05-20-05 E by the same, a distance of 272.10 feet to a point, thence

N 90-00-00 E by the same, a distance of 84.45 feet to a point, thence

N 23-11-27 E by the same, a distance of 65.00 feet to a point, thence

S 66-48-33 E by the same, a distance of 109.79 feet to a point, thence

N 24-31-44 E by the same, a distance of 130.64 feet to a rebar, thence

N 66-47-48 W by the same, a distance of 265.93 feet to a point, thence

N 04-28-21 E, by the same, a distance of 210.42 feet to a rebar, thence

S 76-46-00 W by the same, a distance of 80.64 feet to a point, thence

S 75-26-55 W by the same, a distance of 77.97 feet to a point, thence

N 87-34-57 W by the same, a distance of 154.11 feet to a point, thence

N 75-20-59 W by the same, a distance of 17.94 feet to a point, thence

N 38-57-01 W by other land of the grantor, a distance of 19.93 feet to a point, thence

N 20-35-08 W by the same, a distance of 45.25 feet to a point, thence

N 20-27-02 W by the same, a distance of 384.71 feet to a point, thence N 19-26-35 W by the same, a distance of 104.20 feet to a point, thence N 26-50-47 W by the same, a distance of 50.99 feet to a point, thence N 34-34-45 W by the same, a distance of 50.84 feet to a point, thence N 40-11-38 W by the same, a distance of 41.78 feet to a rebar, thence S 54-15-16 W by the same, a distance of 182.97 feet to a point, thence S 39-48-18 W by the same, a distance of 85.82 feet to a point, thence N 33-47-06 W by Parcel FP1-1B as shown on the Plan, a distance of 84.73 feet to a point, thence N 44-55-07 W by the same, a distance of 247.62 feet to a point, thence N 81-09-00 W by the same, a distance of 630.73 feet to a point, thence N 32-46-34 E by the same, a distance of 176.54 feet to a point, thence N 12-16-34 E by the same, a distance of 157.53 feet to a point, thence N 09-15-11 W by the same, a distance of 192.46 feet to a point, thence S 86-22-12 W by the same, a distance of 283.15 feet to a point, thence S 88-28-02 W by the same, a distance of 234.49 feet to a point, thence N 78-14-54 W by the same, a distance of 153.43 feet to a point, thence N 68-43-03 W by the same, a distance of 155.75 feet to a point, thence N 12-37-56 W by the same, a distance of 33.98 feet to a point, thence S 75-21-51 W by the same, a distance of 31.30 feet to a point, thence N 60-49-16 W by the same, a distance of 99.97 feet to a point, thence N 78-00-52 W by the same, a distance of 79.94 feet to a point, thence S 89-46-23 W by the same, a distance of 79.74 feet to a point, thence N 89-44-28 W by the same, a distance of 97.54 feet to a point, thence N 60-58-30 W by the same, a distance of 47.62 feet to a point, thence S 53-13-28 W by the same, a distance of 38.05 feet to a point, thence

N 89-49-22 W by the same, a distance of 194.43 feet to a point, thence

N 27-30-38 W by the same, a distance of 24.03 feet to a point, thence

N 89-43-54 W by the same, a distance of 26.97 feet to a point, thence

S 38-03-51 W by the same, a distance of 148.32 feet to a point, thence

N 90-00-00 E by other land of the grantor, a distance of 479.16 feet to a point, thence

N 01-07-37 W by the easterly side of said Main Street (Route 18) a distance of 85.72 feet to an aluminum monument, thence

S 89-49-17 E by the same, a distance of 20.01 feet to a point, thence

N 00-10-35 E by the same, a distance of 80.00 feet to the point of beginning, said parcel containing 2,872,549 square feet or 65.945 acres, more or less, according to the Plan.

Beginning at a point on the easterly side of Main Street (Route 18) as shown on the Plan at a drill hole in a concrete post, said point also being the northwesterly corner of the herein described parcel, thence

S 88-31-57 E by land shown on said Plan as now or formerly of John B. Browne, Trustee, a distance of 199.52 feet to a point, thence

S 90-00-00 E by other land of the grantor, a distance of 126.08 feet to a point, thence

S 06-49-28 W by Parcel FP1-1B as shown on the Plan, a distance of 4.67 feet to a point, thence

S 17-02-49 E by the same, a distance of 45.48 feet to a point, thence

S 72-18-02 W by the same, a distance of 52.74 feet to a point, thence

S 02-03-40 W by the same, a distance of 99.22 feet to the point, thence

S 18-29-02 E by the same, a distance of 88.35 feet to a point, thence

S 32-40-22 E by the same, a distance of 12.58 feet to a point, thence

S 58-27-39 W by other land of the grantor, a distance of 76.22 feet to a point, thence

S 34-20-38 W by the same, a distance of 28.35 feet to a point, thence

N 76-28-33 W by the same, a distance of 36.97 feet to a point, thence

S 40-19-05 W by the same, a distance of 67.55 feet to a point, thence

S 03-23-19 E by the same, a distance of 46.65 feet to a point, thence

S 47-05-20 W by the same, a distance of 56.75 feet to a point, thence

N 73-47-38 W by the same, a distance of 64.04 feet to a point, thence

S 10-35-27 W by the same, a distance of 61.85 feet to a point, thence

S 40-14-32 W by the same, a distance of 56.33 feet to a point, thence

N 01-07-37 W by the easterly side of said Main Street (Route 18), a distance of 540.16 feet to the point of beginning, said parcel containing 115,667 square feet or 2.655 acres, more or less, according to the Plan.

Beginning at a point that is the northwesterly corner of the herein described parcel, thence

N 57-46-43 E by parcel FP1-1B as shown on the Plan, a distance of 23.43 feet to a point, thence

N 31-28-32 W by the same, a distance of 38.37 feet to a point, thence

N 56-52-21 E by the same, a distance of 685.09 feet to a point, thence

N 75-53-26 E by the same, a distance of 113.32 feet to a point, thence

N 63-39-13 E by the same, a distance of 478.49 feet to a point, thence

S 30-10-57 E by the same, a distance of 246.32 feet to a point, thence

S 89-56-28 E by the same, a distance of 96.80 feet to a point, thence

S 32-54-51 W by the same, a distance of 135.00 feet to a point, thence

S 21-27-42 E by the same, a distance of 351.12 feet to a point, thence

S 72-10-36 W by Parcel FE2-1A as shown on the Plan, a distance of 1200.82 feet to a point, thence

N 30-10-47 W by other land of the grantor, a distance of 56.91 feet to a point, thence

N 34-56-13 W by the same, a distance of 355.07 feet to a point, thence

N 31-40-00 W by the same, a distance of 24.43 feet to the point of beginning, said parcel containing 769,056 square feet or 17.655 acres, more or less, according to the Plan.

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A certain parcel of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown as FOST Parcel 1-2 (also known as Parcel FE1-2) on the Plan, more particularly bounded and described as follows

Beginning at a point the easterly side of Main Street (Route 18) as shown on the Plan, said point being the northwesterly corner of the herein described parcel, thence,

N 69-46-03 E by other land of the grantor, a distance of 50.28 feet to a point, thence

N 02-23-27 W by the same, a distance of 151.58 feet to a point, thence

N 40-14-32 E by the same, a distance of 59.51 feet to a point, thence

N 10-35-27 E by the same, a distance of 19.93 feet to a point, thence

S 73-47-38 E by the same, a distance of 37.24 feet to a point, thence

N 47-05-20 E by the same, a distance of 108.67 feet to a point, thence

N 03-23-19 W by the same, a distance of 50.16 feet to a point, thence

N 40-19-05 E by the same, a distance of 16.73 feet to a point, thence

S 76-28-33 E by the same, a distance of 40.69 feet to a point, thence

N 34-20-38 E by the same, a distance of 52.15 feet to a point, thence

N 58-27-39 E by the same, a distance of 48.08 feet to a point, thence

S 31-48-29 E by the same, a distance of 134.07 feet to a point, thence

S 33-08-39 E by the same, a distance of 316.63 feet to a point, thence

S 31-35-13 E by the same, a distance of 142.49 feet to a point, thence

S 33-29-15 E by the same, a distance of 291.86 feet to a point, thence

S 31-40-00 E by the same, a distance of 474.21 feet to a point, thence

S 34-56-13 E by the same, a distance of 293.73 feet to a point, thence

N 66-01-36 W by the same, a distance of 71.13 feet to a point, thence

N 31-57-59 W by the same, a distance of 541.22 feet to a point, thence

N 90-00-00 W by the same, a distance of 591.97 feet to a point, thence

N 01-08-14 W by the same, a distance of 55.00 feet to a point, thence

N 90-00-00 W by the same, a distance of 259.78 feet to a point, thence

N 01-07-37 W by the easterly sideline of said Main Street (Route 18), a distance of 426.31 feet to the point of beginning, said parcel containing 492,340 square feet, or 11.303 acres, more or less, according to the Plan.

A certain parcel of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown on FOST Parcel 1-3 (also known as Parcel FE1-3) on the Plan, more particularly bounded and described as follows:

Beginning at a point that is the northeasterly corner of the herein described parcel, thence,

S 11-13-58 W by other land of the grantor, a distance of 454.22 feet to a point, thence

N 78-21-45 W by the same and Parcel FE2-1B as shown on the Plan, a distance of 102.22 feet to a point, thence

N 08-20-03 E by said Parcel FE2-1B, a distance of 204.85 feet to a point, thence

N 65-39-24 W by the same, a distance of 69.84 feet to a point, thence

N 23-20-30 E by the same, a distance of 62.42 feet to a point, thence

N 20-43-19 E by the same, a distance of 89.39 feet to a point, thence

N 19-19-59 E by the same, a distance of 42.77 feet to a point, thence

Northerly by the same, along a non-tangent curve to the left having a radius of 20.76 feet and an arc length of 12.80 feet to a point, thence

Northeasterly by the same, along a non-tangent curve to the right having a radius of 44.98 feet and an arc length of 8.15 feet to a point, thence

Northeasterly by the same, again along a compound curve to the right having a radius of 72.76 feet and an arc length of 21.81 feet to a point, thence

S 89-13-17 E by other land of the Grantor, a distance of 114.32 feet to the point of beginning, said parcel containing 59,437 square feet, or 1.364 acres, more or less, according to the Plan.

A certain parcel of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown as FOST Parcel 1-4 (also known as Parcel FE1-4) on the Plan, more particularly bounded and described as follows:

Beginning at a point that is the northwesterly corner of the herein described parcel, thence,

S 77-11-44 E by Parcel FE2-1B as shown on the Plan, a distance of 189.06 feet to a point, thence

Southeasterly by the same, along a non-tangent curve to the left having a radius of 16.44 feet and an arc length of 27.91 feet to a point, thence

S 09-21-21 W by the same, a distance of 31.80 feet to a point, thence

S 80-13-53 E by the same, a distance of 50.45 feet to a point, thence

S 11-58-20 W by the same, a distance of 11.55 feet to a point, thence

S 71-54-10 E by the same, a distance of 10.41 feet to a point, thence

S 45-28-31 E by the same, a distance of 10.89 feet to a point, thence

Southeasterly by the same, along a non-tangent curve to the left having a radius of 312.85 feet and an arc length of 122.40 feet to a point, thence

S 73-25-13 W by the same, a distance of 258.93 feet to the point, thence

Northeasterly by the same, along a non-tangent curve to the right having a radius of 484.11 feet and an arc length of 324.69 feet to the point of beginning, said parcel containing 65,922 square feet, or 1.513 acres, more or less, according to the Plan.

A certain parcel of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown as Parcel FE1-5 on the Plan, more particularly bounded and described as follows:

Beginning at a point that is the northwesterly corner of the herein described parcel, thence

S 83-29-52 E by Parcel FP1-5 as shown on the Plan, a distance of 359.02 feet to a point, thence

S 68-26-38 E by the same, a distance of 62.18 feet to a point, thence

S 51-09-17 E by the same, a distance of 22.97 feet to a point, thence

S 28-37-49 E by the same, a distance of 85.72 feet to a point, thence

S 10-15-11 W by the same, a distance of 77.35 feet to a point, thence

S 43-33-55 W by the same, a distance of 11.86 feet to a point, thence

N 87-18-56 W by other land of the Grantor, a distance of 15.52 feet to a point in the boundary of Parcel FP1-5,

N 07-47-22 W by the same and land now or formerly of the United States of America (U.S.C.G Family Housing), a distance of 31.50 feet to a point, thence

N 07 23 05 W by said United States of America land, a distance of 143.86 to a point, thence

N 89-03-45 W by the same, a distance of 217.95 feet to a point, thence

S 00-01-55 W by the same, a distance of 0.73 feet to a point, thence

N 89-16-42 W by other land of the Grantor, a distance of 178.39 feet to a point, thence

N 34-28-26 W by the same, a distance of 4.26 feet to a point, thence

N 04-31-46 E by the same, a distance of 26.21 feet to a point, thence

N 82-23-13 W by the same, a distance of 14.42 feet to a point, thence

N 24-02-26 W by the same, a distance of 6.70 feet to a point, thence

N 00-59-30 E by the same, a distance of 20.50 to the point of beginning, said parcel containing 19,862 square feet or 0.456 acres, more or less, according to the Plan.

A certain parcel of land located in the Town of Rockland, County of Plymouth, Commonwealth of Massachusetts

, shown as Parcel FE1-6A on the Plan, more particularly bounded and described as follows:

Beginning at a point that is the northeasterly corner of the herein described parcel and the northwesterly corner of Parcel FP1-6A as shown on the Plan, thence,

S 00-31-13 E by other land of the grantor, a distance of 100.75 feet to a point, thence

S 64-30-47 E by the same, a distance of 107.22 feet to a point, thence

S 51-43-37 E by the same, a distance of 242.00 feet to a rebar, thence

N 86-16-03 E by the same, a distance of 59.85 feet to a point, thence

S 56-57-54 E by the same, a distance of 75.46 feet to a point, thence

S 60-03-31 W by Parcel FP1-6B as shown on the Plan, a distance of 100.00 feet to a point, thence

S 29-56-29 E by the same, a distance of 138 67 feet to a point, thence

S 12-00-05 E by the same, a distance of 109.47 feet to a point, thence

S 62-37-43 W other land of the grantor, a distance of 77.38 feet to a point, thence

N 81-19-29 W by the same, a distance of 108.07 feet to a point, thence

N 74-56-01 W by the same, a distance of 102.58 feet to a point, thence

S 66-19-28 W by the same, a distance of 225.9565.66 feet to a point, thence

N 79-31-05 W by the same, a distance of 52.21 feet to a point, thence

S 70-56-40 W by the same, a distance of 81.67 feet to a rebar, thence

S 67-11-39 W by the same, a distance of 64.73 feet to a point, thence

S 77-07-13 W by the same, a distance of 68.77 feet to a point, thence

S 68-29-04 W by the same, a distance of 88.56 feet to a point, thence

S 72-39-19 W by the same, a distance of 57.06 feet to a point, thence

S 68-40-56 W by the same, a distance of 71.61 feet to a point, thence

S 76-01-09 W by the same, a distance of 88.12 feet to a point, thence

S 74-09-23 W by the same, a distance of 145.57 feet to a point, thence

S 73-53-55 W by the same, a distance of 89.70 feet to a point, thence

N 28-05-34 W by the same, a distance of 463.46 feet to a point, thence

S 61-56-37 W by the same, a distance of 452.83 feet to a point, thence

S 85-03-03 W by the same, a distance of 379.42 feet to a rebar, thence

N 61-55-32 E by the same, a distance of 80.00 feet to a point, thence

N 77-25-36 E by said Parcel FP1-6A, a distance of 278.79 feet to a point, thence

N 61-56-05 E by the same, a distance of 448.13 feet to a point, thence

N 61-56-07 E by the same, a distance of 1012.90 feet to the point of beginning, said parcel containing 641,692 square feet or 14.731 acres more or less, according to the Plan.

PARCEL FE1-6B

A certain parcel of land located in the Town of Rockland, County of Plymouth, Commonwealth of Massachusetts, shown as Parcel FE1-6B on the Plan, more particularly bounded and described as follows:

Beginning at a point that is the northeasterly corner of the herein described parcel; thence,

S 23-39-15 E by other land of the grantor, a distance of 126.83 feet to a point, thence

S 00-48-04 W by the same, a distance of 30.16 feet to a rebar, thence

S 40-16-32 E by the same, a distance of 43.70 feet to a point, thence

S 02-28-24 E by the same, a distance of 43.10 feet to a point, thence

S 02-54-38 E by the same, a distance of 57.11 feet to a point, thence

S 21-17-55 W by the same, a distance of 51.84 feet to a point, thence

S 51-40-56 W by the same, a distance of 58.09 feet to a point, thence

S 70-15-35 W by the same, a distance of 70.52 feet to a point, thence

S 71-16-15 W by the same, a distance of 166.27 feet to a point, thence
S 67-26-45 W by the same, a distance of 74.62 feet to a point, thence
N 23-25-49 W by the same, a distance of 280.25 feet to a point, thence
S 81-05-21 W by the same, a distance of 192.83 feet to a rebar, thence
N 28-05-34 W by the same, a distance of 34.56 feet to a point, thence
N 79-58-07 E by the same, a distance of 74.50 feet to a point, thence
N 69-38-46 E by the same, a distance of 51.85 feet to a point, thence
N 71-11-17 E by the same, a distance of 96.98 feet to a point, thence
N 70-27-41 E by the same, a distance of 94.66 feet to a point, thence
N 59-18-24 E by the same, a distance of 61.02 feet to a point, thence
N 72-58-56 E by the same, a distance of 79.87 feet to a point, thence
N 67-18-36 E by the same, a distance of 50.61 feet to the point of beginning of said parcel

containing 152,284 square feet, or 3.496 acres, more or less.

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A certain parcel of land located in the Town of Rockland, County of Plymouth, Commonwealth of Massachusetts, shown as Fost Parcel F1-7 (also known as FE1-7) on the Plan, more particularly bounded and described as follows:

Beginning at a point on the Hingham and Rockland town line, said point being the northwesterly corner of the herein described parcel, thence

N 61-55-38 E by land shown on said Plan as now or formerly of Rockman Realty Trust, Marcia M. Sprague, Vulcan Tool Manufacturing Company and Santoro Realty Trust, a distance of 900.51 feet to a point, thence

S 23-19-19 E by land shown on said Plan as now or formerly of Anthony Santoro, Trustee, a distance of 244.88 feet to a point, thence

N 59-16-21 E by the same, a distance of 976.91 feet to a point, thence

N 59-36-11 E by the same, a distance of 164.31 feet to a point, thence

Southeasterly by Weymouth Street as shown on the Plan, along a curve to the right having a radius of 770.00 feet and an arc length of 61.62 feet to a point, thence

S 59-36-11 W by land shown on said Plan as now or formerly of Lawrence E. and Brian F. Emery, Trustees, a distance of 200.15 feet to a point, thence

S 59-16-21 W by the same, a distance of 983.26 feet to a point, thence

S 23-19-19 E by said Emery, Trustees land and by land shown on said plan as now or formerly of John F., Jr. and Robert J. Spence, a distance of 1857.34 feet to a point, thence

S 75-30-31 W by land shown on said Plan as now or formerly of John F., Jr. and Robert J. Spence, a distance of 97.63 feet to a point, thence

S 13-15-19 E by the same, a distance of 116.30 feet to a point, thence

S 76-56-41 W by land shown on said Plan as now or formerly of Thomas J. Hastings, Trustee and Ralph Yohe, Trustee, a distance of 515.35 feet to a point, thence

N 18-12-19 W, by said Yohe, Trustee land, a distance of 138.00 feet to a point, thence

S 66-13-51 W by the same, a distance of 210.00 feet to a point, thence

S 67-23-11 W by the same, a distance of 338.71 feet to a point, thence

N 06-07-18 W by other land of the grantor, a distance of 152.56 feet to a point, thence

N 05-59-39 E by the same, a distance of 99.45 feet to a point, thence
N 14-53-19 E by the same, a distance of 67.42 feet to a point, thence
N 17-30-35 W by the same, a distance of 142.47 feet to a point, thence
N 62-19-36 W by the same, a distance of 178.85 feet to a point, thence
N 25-19-35 W by the same, a distance 96.22 feet to a point, thence
N 58-21-38 W by the same, a distance of 114.49 feet to a point, thence
N 24-58-50 W by the same, a distance of 233.37 feet to a point, thence
N 54-05-55 E by the same, a distance of 152.99 feet to a point, thence
N 10-36-22 W by the same, a distance of 515.55 feet to a point, thence

N 06-03-24 W by the same, a distance of 245.33 feet to a point, thence

N 33-46-21 W by the same, a distance of 189.04 feet to the point of beginning, said parcel containing 2.083,510 square feet, or 47.831 acres, more or less.

Excluding therefrom a certain parcel of land as shown on the Plan, more particularly described as follows:

Beginning at a point that is the northwesterly corner of the herein described parcel, thence S 62-15-48 E by Parcel FE1-7 as shown on the Plan, a distance of 238.25 feet to a point, thence S 12-17-17 W by the same, a distance of 198.19 feet to a point, thence S 12-25-01 W by the same, a distance of 110.13 feet to a point, thence S 22-05-45 W by the same, a distance of 70.82 feet to a point, thence S 26-54-11 W by the same, a distance of 60.64 feet to a point, thence S 33-40-17 W by the same, a distance of 68.03 feet to a point, thence N 77-02-51 W by the same, a distance of 24.49 feet to a point, thence N 54-42-06 W by the same, a distance of 15.02 feet to a point, thence

N 37-42-19 W by the same, a distance of 26.34 feet to a point, thence

N 53-03-26 W by the same, a distance of 22.00 feet to a point, thence N 61-23-07 W by the same, a distance of 31.88 feet to a point, thence N 69-13-16 W by the same, a distance of 31.01 feet to a point, thence N 52-45-21 W by the same, a distance of 27.56 feet to a point, thence N 30-55-44 W by the same, a distance of 28.27 feet to a point, thence N 19-34-03 W by the same, a distance of 45.12 feet to a point, thence N 10-02-56 W by the same, a distance of 47.05 feet to a point, thence N 10-15-48 W by the same, a distance of 50.68 feet to a point, thence N 03-08-58 W by the same, a distance of 44.85 feet to a point, thence

N 26-35-10 E by the same, a distance of 323.71 feet to the point of beginning, said parcel containing 133,469 square feet, or 3.064 acres, more or less, according to the Plan.

A certain parcel of land located in the Town of Rockland, County of Plymouth, Commonwealth of Massachusetts, shown as Parcel FE1-8 on the Plan, more particularly bounded and described as follows:

Beginning at a point that is the northwesterly corner of the herein described parcel, thence

N 80-11-25 E by other land of the grantor, a distance of 309 42 feet to a point, thence

S 27-20-52 E by the same, a distance of 45.17 to a point, thence

S 73-52-23 W by Parcel FP1-8 as shown on the Plan, a distance of 313.06 feet to a point, thence

S 64-52-03 W by the same, a distance of 49.45 to a point, thence

N 11-45-58 E by other land of the grantor, a distance of 97.41 feet to the point of beginning, said parcel containing 20,854 square feet, or 0.479 acres, more or less, according to the Plan.

A certain parcel of land located partially in the Towns of Rockland and Abington, County of Plymouth, Commonwealth of Massachusetts, shown as Parcel FE1-9 on the Plan, more particularly bounded and described as follows:

Beginning at a point at the northwesterly corner of the herein described parcel, thence N 61-31-07 E by other land of the grantor, a distance of 218.40 feet to a point, thence S 25-02-46 E by the same, a distance of 350.50 feet to a point, thence N 64-57-14 E by the same, a distance of 424.35 feet to a point, thence N 25-02-46 W by the same, a distance of 480.87 feet to a point, thence N 80-49-32 E by the same, a distance of 857.13 feet to a point, thence N 04-46-15 E by the same, a distance of 679.48 feet to a point, thence S 85-21-11 E by the same, a distance of 149.85 feet to a point, thence S 75-31-36 E by the same, a distance of 160.79 feet to a point, thence S 00-00-01 E by the same, a distance of 13.90 feet to a point, thence S 65-25-11 W by the same, a distance of 25.53 feet to a point, thence S 26-22-13 W by the same, a distance of 32.68 feet to a point, thence S 09-14-40 W by the same, a distance of 48.70 feet to a point, thence S 02-27-16 W by the same, a distance of 173.96 feet to a point, thence S 04-02-30 W by the same, a distance of 174.22 feet to a point, thence S 04-07-08 W by the same, a distance of 367.28 feet to a point, thence S 04-53-10 W by the same, a distance of 214.03 feet to a point, thence S 03-45-50 W by the same, a distance of 639.97 feet to a point, thence S 06-21-09 W by the same, a distance of 139.73 feet to a point, thence S 04-10-16 W by the same, a distance of 221.35 feet to a point, thence

S 16-31-51 E by the same, a distance of 172.63 feet to a point, thence

S 63-14-48 W by the same, a distance of 415.45 feet to a point, thence

S 75-09-06 W by the same, a distance of 327.37 feet to a point, thence

S 25-56-41 W by the same, a distance of 63.51 feet to a point, thence

S 64-16-38 W by the same, a distance of 200.45 feet to a point, thence

N 25-28-07 W by the same, a distance of 600.70 feet to a point, thence

N 25-41-34 W by the same, a distance of 789.01 feet to a point, thence

N 27-15-15 W by the same, a distance of 214.94 feet to the point of beginning, said parcel containing 2,228,816 square feet, or 51.167 acres, more or less, according to the Plan.

PARCELS FE1-10A & FE1-10B

Two certain parcel of land located partially in the Town of Abington, County of Plymouth, Commonwealth of Massachusetts, shown as Parcels FE1-10A and FE1-10B on the Plan, more particularly bounded and described as follows:

PARCEL FE1-10A

Beginning at a point that is the intersection of the easterly boundary of land shown on said Plan as now or formerly of Massachusetts Bay Transportation Authority and the Weymouth and Abington town line as shown on the Plan, said point being the northwesterly corner of the herein described parcel, thence

N 61-53-41 E by other land of the grantor, a distance of 638.86 feet to a rebar, thence

N 25-50-00 E by the same, a distance of 71.95 feet to a point, thence

S 27-28-36 E by the same, a distance of 1260.72 feet to a hub and tack, thence

S 62-33-44 W by the same, a distance of 195.00 feet a point, thence

N 27-28-36 W by Parcel FP1-10 as shown on the Plan, a distance of 76.75 feet to a point, thence

N 48-40-13 W by the same, a distance of 260.00 feet to a point, thence

N 89-32-14 W by the same, a distance of 240.00 feet to a point, thence

S 72-45-32 W by the same, a distance of 225.00 feet to a point, thence

N 25-28-03 W by land shown on said Plan as now or formerly of Massachusetts Bay Transit Authority, a distance of 100.00 feet to a point, thence

N 25-28-03 W by the same, a distance of 639.44 feet to the point of beginning, said parcel containing 670,704 square feet or 15.397 acres more or less.

PARCEL FE1-10B

Beginning at a point that is the northeasterly corner of the herein described parcel, thence

S 21-53-48 E by other land of the grantor, a distance of 36.26 feet to a point, thence

S 54-47-59 E by the same, a distance of 66.58 feet to a point, thence

N 62-33-44 E by the same, a distance of 29.60 feet to a point, thence

S 27-12-40 W by Parcel FP1-10 as shown on the Plan, a distance of 26.61 feet to a point, thence

Southwesterly by the same, along a non-tangent curve to the left having a radius of 25.00 feet and an arc length of 16.70 feet to a point, thence

S 11-03-35 E by the same, a distance of 37.60 feet to a point, thence

S 30-54-22 W by the same a distance of 64.01 feet to a point, thence

N 75-51-31 W by the same, a distance of 69.78 feet to a point, thence

N 28-04-22 W by the same, a distance of 89.21 feet to a point, thence

N 09-57-21 W by the same, a distance of 51.91 feet to a point, thence

N 39-28-50 E by the same, a distance of 51.45 feet to a point, thence

N 83-43-56 E by the same, a distance of 32.05 feet to the point of beginning, said parcel containing 18,434 square feet or 0.423 acres more or less, according to the Plan.

PARCEL FE1-11

A certain parcel of land located in the Town of Abington, County of Plymouth, Commonwealth of Massachusetts, shown as Parcel FE1-1 on the Plan, more particularly bounded and described as follows:

Beginning at the southeasterly corner of the herein described parcel; thence

S 89-57-12 W by other land of the grantor, a distance of 9.95 feet to a point, thence

N 27-28-51 W by Parcel FP1-11 as shown on the Plan, a distance of 48.44 to a point, thence

S 36-56-04 E by other land of the grantor, a distance of 53.75 feet to the point of beginning, said parcel containing 214 square feet or 0.005 acres, more or less, according to the Plan.

PARCELS FE1-12A & FE1-12B

Two certain parcels of land located in the Town of Rockland, County of Plymouth, Commonwealth of Massachusetts, shown as Parcels FE1-12A and FE1-12B on the Plan, more particularly bounded and described as follows:

FE1-12A

Beginning at a point that is the northwesterly corner of the herein described parcel, thence N 90-00-00 E by other land of the grantor, a distance of 514.62 feet to a point, thence S 00-26-27 E by Parcel FP1-12 as shown on the Plan, a distance of 50.00 feet to a point, thence S 32-00-38 E by the same, a distance of 350.55 feet to a point, thence S 17-10-24 E by the same, a distance of 192.10 feet to a point, thence S 69-47-50 W by the same, a distance of 413.86 feet to a point, thence S 49-37-48 W by the same, a distance of 242.87 feet to a point, thence S 25-39-47 E by the same, a distance of 200.12 feet to a point, thence S 19-06-32 E by the same, a distance of 152.16 feet to a point, thence S 01-39-04 E by the same, a distance of 167.99 feet to a point, thence S 09-49-10 E by the same, a distance of 86.82 feet to a point, thence S 00-54-26 W by the same, a distance of 110.32 feet to a point, thence S 20-00-44 W by the same, a distance of 90.00 feet to a point, thence S 23-51-16 W by the same, a distance of 1163.10 feet to a point, thence S 20-15-46 E by the same, a distance of 51.42 feet to a point, thence S 66-39-14 W by the same, a distance of 127.24 feet to a point, thence N 22-06-11 W by other land of the grantor, a distance of 179.63 feet to a point, thence N 20-56-35 E by the same, a distance of 357.20 feet to a point, thence

N 17-33-30 E by the same, a distance of 119.68 feet to a point, thence

N 37-36-26 E by the same, a distance of 250.18 feet to a point, thence

N 11-28-21 E by the same, a distance of 193.34 feet to a point, thence

N 00-31-31 E by the same, a distance of 477.81 feet to a point, thence

N 01-07-19 W by the same, a distance of 811.16 feet to a point, thence

N 01-42-08 W a distance of 475.51 feet to the point of beginning, said parcel containing 895,338 square feet, or 20.554 acres, more or less, according to the Plan.

ParcelPARCEL FE1-12B

Beginning at a point on the northerly side of Spruce Street as shown on the Plan near a stone bound with a drill hole, said point being the southeasterly corner of the herein described parcel. thence

S 61-07-01 W by said Spruce Street, a distance of 126.04 feet to a point, thence

N 09-56-54 W by other land of the grantor, a distance of 211.44 feet to a point, thence

N 61-07-01 E by the same, a distance of 67.10 feet to a point, thence

S 26-06-53 E by Parcel FP1-12 as shown on the Plan, a distance of 200.23 feet to the point of beginning, said parcel containing 19,314 square feet or 0.443 acres more or less, according to the Plan.

N 17-33-30 E by the same, a distance of 119.68 feet to a point, thence

N 37-36-26 E by the same, a distance of 250.18 feet to a point, thence

N 11-28-21 E by the same, a distance of 193.34 feet to a point, thence

N 00-31-31 E by the same, a distance of 477.81 feet to a point, thence

N 01-07-19 W by the same, a distance of 811.16 feet to a point, thence

N 01-42-08 W a distance of 475.51 feet to the point of beginning, said parcel containing 895,338 square feet, or 20.554 acres, more or less, according to the Plan.

PARCEL FE1-12B

Beginning at a point on the northerly side of Spruce Street as shown on the Plan near a stone bound with a drill hole, said point being the southeasterly corner of the herein described parcel, thence

S 61-07-01 W by said Spruce Street, a distance of 126.04 feet to a point, thence

N 09-56-54 W by other land of the grantor, a distance of 211.44 feet to a point, thence

N 61-07-01 E by the same, a distance of 67.10 feet to a point, thence

S 26-06-53 E by Parcel FP1-12 as shown on the Plan, a distance of 200.23 feet to the point of beginning, said parcel containing 19,314 square feet or 0.443 acres more or less, according to the Plan.

PARCELS FE1-15A & FE1-15B

Two certain parcels of land located in the Town of Rockland, County of Plymouth, Commonwealth of Massachusetts, shown as Parcels FE1-15A and FE1-15B on the Plan, more particularly bounded and described as follows:

FE1-15A

Beginning at point at a hub and tack that is the northeasterly corner of the herein described parcel; thence

S 11-36-54 E by other land of the grantor, a distance of 357.54 feet to a point, thence

S 42-43-45 W by Parcel FP1-15 as shown on the Plan, a distance of 70.00 to a point, thence

N 30-05-39 W by the same, a distance of 420.00 to a point, thence

N 78-23-06 E by other land of the grantor, a distance of 190.00 feet to the point of beginning, said parcel containing 48,011 square feet, 1.102 acres, more or less, according to the Plan.

FE1-15B

Beginning at a point on the northerly side of Spruce Street as shown on the Plan, at an aluminum monument said point being the southeasterly corner of the herein described parcel; thence

S 61-07-01 W by the northerly side of said Spruce Street, a distance of 139.85 feet to a point, thence

N 24-59-35 W by Parcel FP1-15 as shown on the Plan, a distance of 200.46 feet to a point, thence

N 61-07-01 E by other land of the grantor, a distance of 166.52 feet to a point, thence

S 17-29-56 E by the same, a distance of 204.01 feet to the point of beginning, said parcel containing 30,635 square feet, 0.703 acres, more or less, according to the Plan.

Exhibit B

Finding of Suitability to Transfer dated August 16, 2002

Exhibit C

Legal Description of Remaining Land

REMAINING LAND OF NAVAL AIR STATION, SOUTH WEYMOUTH

Four certain parcels of land located in the Town of Weymouth, County of Norfolk and in the Towns of Abington and Rockland, County of Plymouth, Commonwealth of Massachusetts, shown as Parcels RL-1, RL-2, RL-3 and RL-4 on a plan entitled "Property Boundary Survey (F.O.S.T No.1 & No.2), Naval Air Station, South Weymouth, MA", prepared by Surveying and Mapping Consultants, Inc., dated May 12, 2003, recorded herewith (the "Plan"), more particularly bounded and described as follows:

PARCEL RL-1

Beginning at a point on the easterly side of Main Street (Route 18), as shown on the Plan, thence

N 02-23-27 W by said Main Street (Route 18), a distance of 193.51 feet to a point, thence

N 40-14-32 E by Parcel FE1-1B, as shown on the Plan, a distance of 56.33 feet to a point, thence

N 10-35-27 E by the same, a distance of 61.85 feet to a point, thence

S 73-47-38 E by the same, a distance of 64.04 feet to a point, thence

N 47-05-20 E by the same, a distance of 56.75 feet to a point, thence

N 03-23-19 W by the same, a distance of 46.65 feet to a point, thence

N 40-19-05 E by the same, a distance of 67.55 feet to a point, thence

S 76-28-33 E by the same, a distance of 36.97 feet to a point, thence

N 34-20-38 E by the same, a distance of 28.35 feet to a point, thence

N 58-27-39 E by the same, a distance of 76.22 feet to a point, thence

N 58-27-39 E by Parcel FP1-1B, as shown on the Plan, a distance of 43.36 feet to a rebar, thence

S 31-48-29 E by the same, a distance of 182.92 feet to a point, thence

S 33-08-39 E by the same, a distance of 308.81 feet to a point, thence

S 33-52-37 E by the same, a distance of 161.04 feet to a point, thence

S 32-28-19 E by the same, a distance of 281.91 feet to a point, thence

S 31-40-00 E by the same, a distance of 449.78 feet to a point, thence

S 31-40-00 E by Parcel FE1-1C, as shown on the Plan, a distance of 24.43 feet to a point, thence

S 34-56-13 E by the same, a distance of 355.07 feet to a point, thence

S 30-10-47 E by the same, a distance of 56.91 feet to a point, thence

S 32-12-34 E by Parcel FE2-1A as shown on the Plan, a distance of 421.83 feet to a point, thence

S 28-20-55 E by the same, a distance of 436.49 feet to a point, thence

S 27-41-29 E by the same, a distance of 260.43 feet to a point, thence

S 13-51-08 E by the same, a distance of 341.44 feet to an aluminum monument, thence

S 13-13-21 E by the same, a distance of 154.53 feet to, thence

S 00-28-36 E by the same, a distance of 85.27 feet to a point, thence

S 14-29-30 E by the same, a distance of 58.85 feet to a point, thence

S 44-36-54 E by the same a distance of 55.24 feet to a point, thence

N 64-32-22 E by the same, a distance of 1128.25 feet to a rebar, thence

N 25-32-44 W by the same, a distance of 278.86 feet to a point, thence

N 25-23-20 W by the same, a distance of 284.77 feet to a rebar, thence

N 25-25-18 W by the same, a distance of 317.81 feet to a point, thence

N 25-38-29 W by the same, a distance of 272.98 feet to a point, thence

N 33-05-56 W by the same, a distance of 15.05 feet to a drill hole in a concrete pad, thence

N 64-14-13 E by the same, a distance of 50.48 feet to a point, thence

N 64-52-50 E by the same, a distance of 136.74 feet to a point, thence again

N 64-52-50 E by Parcel FP2-1, as shown on the Plan, a distance of 382.41 feet to a point, thence

N 64-52-50 E by Parcel FE2-1B as shown on the Plan, a distance of 66.04 feet to a steel survey marker, thence

S 23-19-03 E by the same, a distance of 69.60 feet to a point, thence

N 65-56-10 E by the same, a distance of 171.23 feet to a point, thence S 22-55-54 E by the same, a distance of 116.56 feet to a point, thence S 48-54-26 E by the same, a distance of 28.33 feet to a point, thence S 55-30-06 E by the same, a distance of 43.26 feet to a point, thence S 75-22-18 E by the same, a distance of 16.09 feet to a rebar, thence N 70-29-44 E by the same, a distance of 4.57 feet to a point, thence N 04-25-10 E by the same, a distance of 416.01 feet to a point, thence S 84-46-17 E by the same, a distance of 23.80 feet to a point, thence S 05-31-31 W by the same, a distance of 398.06 feet to a point, thence S 00-49-12 W by the same, a distance of 48.16 feet to a point, thence S 08-13-22 E by the same, a distance of 50.34 feet to a point, thence S 25-08-31 E by the same, a distance of 437.34 feet to a steel survey marker, thence N 66-35-57 E by the same, a distance of 262.60 feet to a point, thence S 23-00-49 E by the same, a distance of 111.69 feet to a steel survey marker, thence N 65-58-22 E by the same, a distance of 11.67 feet to a point, thence N 86-43-09 E by the same, a distance of 7.67 feet to a point, thence S 63-32-27 E by the same, a distance of 11.76 feet to a point, thence S 23-53-03 E by the same, a distance of 8.78 feet to a point, thence N 65-56-10 E by the same, a distance of 31.09 feet to a point, thence N 09-15-20 W by the same, a distance of 9.44 feet to a point, thence N 29-25-45 E by the same, a distance of 15.90 feet to a point, thence N 62-11-20 E by the same, a distance of 12.16 feet to a point, thence N 66-41-36 E by the same, a distance of 262.88 feet to a point, thence

N 23-03-52 W by the same, a distance of 16.26 feet to a point, thence

N 70-38-10 E by the same, a distance of 55.58 feet to a point, thence

N 65-47-35 E by the same, a distance of 134.22 feet to a rebar, thence

N 23-25-19 W by the same, a distance of 252.26 feet to a point, thence

N 04-13-30 E by the same, a distance of 60.33 feet to a rebar, thence

N 59-15-51 W by the same, a distance of 344.47 feet to a point, thence

S 78-21-45 E by Parcel FE1-3, as shown on the Plan, a distance of 77.26 feet to a rebar, thence

N 11-13-58 E by the same, a distance of 454.22 feet to a hub and tack, thence

N 89-13-17 W by the same, a distance of 114.32 feet to a point, thence

Northwesterly by said Parcel FE2-1B, along a curve to the left having a radius of 1650.00 feet and an arc length of 341.96 feet to a point near a concrete bound with a drill hole, thence

N 84-41-53 E by land shown on the Plan as now or formerly of the United States of America (U.S.C.G. Family Housing), a distance of 260.68 feet to an aluminum monument, thence

S 00-59-30 W by Parcel FP1-5, as shown on the Plan, and Parcel FE1-5, as shown on the Plan, a distance of 143.69 feet to a point, thence

S 24-02-26 E by said Parcel FE1-5, as shown on the Plan, a distance of 6.70 feet to a point, thence

S 82-23-13 E by the same, a distance of 14.42 feet to a point, thence

S 04-31-46 W by the same, a distance of 26.21 feet to a point, thence

S 34-28-26 E by the same, a distance of 4.26 feet to a point, thence

S 89-16-42 E by the same, a distance of 178.39 feet to a point, thence

S 00-01-55 W by land shown on the Plan as now or formerly of the United States of America (U.S.C.G. Family Housing), a distance of 149.27 feet to a point, thence

S 89-58-05 E by the same, a distance of 237.00 feet to a point, thence

N 07-23-05 W by the same, a distance of 3.93 feet to a point, thence

S 07-47-22 E by Parcel FE1-5, as shown on the Plan, a distance of 31.50 feet to a point, thence

S 87-18-56 E by the same, a distance of 15.52 feet to a point, thence

S 87-18-56 E by Parcel FP1-5, as shown on the Plan, a distance of 54.01 feet to a point, thence

S 89-24-50 E by the same, a distance of 60.49 feet to a rebar, thence

S 00-00-00 W by the same, a distance of 225.00 feet to a point, thence

S 46-00-00 E by the same, a distance of 423.93 feet to a rebar, thence

Southeasterly by the same, along a non-tangent curve having a radius of 1050.00 feet and an arc length of 778.38 feet to a point, thence

S 90-00-00 E by the same, a distance of 248.03 feet to an aluminum monument, thence

S 40-26-06 E by land shown on the Plan as now or formerly of Thomas F. and Lynne M. McGrath, Barbara Fitzpatrick, Trustee, Gerald F. and Rosemarie A. Steele, E. Michael and Doris J. Wallace, William J. and Marie E. Skobeleff, Gerald A. and Patricia H. McGilvray, Anna K. Dambrosia, William F. and Alice M. Candler, James A. and Ann Marie Caeran, Linda J. and Vernon J., Jr., Glynn, and Peter E. and Judith A. Geagan, a distance of 1116.91 feet to a point, thence

N 49-36-21 E by said Geagan land, a distance of 200.28 feet to a point, thence

S 40-23-39 E by the westerly side of Union Street, as shown on the Plan, a distance of 23.32 feet to a steel survey marker, thence

N 49-36-21 E by said Union Street, a distance of 60.00 feet to a point, thence

N 51-12-21 E by land shown on the Plan as now or formerly of Robert R. and Meredith T. Loring, a distance of 90.00 feet to a point, thence

S 40-23-39 E by said Loring land, a distance of 9.00 feet to a point, thence

N 51-12-21 E by said Loring land, a distance of 146.94 feet to a point, thence

S 39-32-39 E by said Loring land, a distance of 75.25 feet to a point, thence

N 77-19-31 E by said Loring land, a distance of 352.80 feet to a point, thence

S 03-55-41 W by the same, a distance of 5.08 feet to a drill hole, thence

S 61-55-32 W by Parcel FP1-6A, as shown on the Plan, Parcel FE1-6A, as shown on the Plan, and by the town line of Weymouth and Rockland, as shown on the Plan, a distance of 348.36 feet to a rebar, thence

N 85-03-03 E by said Parcel FE1-6A as shown on the Plan, a distance of 379.42 feet to a point, thence

N 61-56-37 E by the same, a distance of 452.83 feet to a point, thence

S 28-05-34 E by the same, a distance of 350.46 feet to a rebar, thence

N 73-53-55 E by the same, a distance of 89.70 feet to a point, thence

N 74-09-23 E by the same, a distance of 145.57 feet to a point, thence

N 76-01-09 E by the same, a distance of 88.12 feet to a point, thence

N 68-40-56 E by the same, a distance of 71.61 feet to a point, thence

N 72-39-19 E by the same, a distance of 57.06 feet to a point, thence

N 68-29-04 E by the same, a distance of 88.56 feet to a point, thence

N 77-07-13 E by the same, a distance of 68.77 feet to a point, thence

N 67-11-39 E by the same, a distance of 64.73 feet to a point, thence

N 70-56-40 E by the same, a distance of 81.67 feet to a point, thence

S 79-31-05 E by the same, a distance of 52.21 feet to a rebar, thence

N 66-19-28 E by the same, a distance of 65.66 feet to a point, thence

S 74-56-01 E by the same, a distance of 102.58 feet to a point, thence

S 81-19-29 E by the same, a distance of 108.07 feet to a point, thence

N 62-37-43 E by the same and by Parcel FP1-6B, as shown on the Plan, a distance of 154.78 feet to a point, thence

N 15-46-20 E by said Parcel FP1-6B, a distance of 74.07 feet to a point, thence

N 07-07-00 W by the same, a distance of 63.74 feet to a point, thence

N 38-39-32 W by the same, a distance of 135.92 feet to a point, thence

N 56-57-54 W by the same and by said Parcel FE1-6A, a distance of 77.11 feet to a point, thence

S 86-16-03 W by the same, a distance of 59.85 feet to a rebar, thence

N 51-43-37 W by the same, a distance of 242.00 feet to a point, thence

N 64-30-47 W by the same, a distance of 107.22 feet to a point, thence

N 00-31-13 W by the same, a distance of 100.75 feet to a point, thence again

N 00-31-13 W by said Parcel FP1-6A, a distance of 24.90 feet to a point, thence

N 42-43-54 W by the same, a distance of 54.42 feet to a point near a drill hole, thence

N 61-55-38 E by land shown on the Plan as now or formerly of Rockman Realty Trust and by the town line of Hingham and Rockland, a distance of 809.01 feet to an aluminum monument, thence

S 33-46-21 E by Parcel FE1-7, as shown on the Plan, a distance of 189.04 feet to a point, thence

S 06-03-24 E by the same, a distance of 245.33 feet to a point, thence

S10-36-22 E by the same, a distance of 515.55 feet to a point, thence

S 54-05-55 W by the same, a distance of 152.99 feet to a point, thence

S 24-58-50 E by the same, a distance of 233.37 feet to a point, thence

S 58-21-38 E by the same, a distance of 114.49 feet to a rebar, thence

S 25-19-35 E by the same, a distance 96.22 feet to a point, thence

S 62-19-36 E by the same, a distance of 178.85 feet to a point, thence

S 17-30-35 E by the same, a distance of 142.47 feet to a point, thence

S 14-53-19 W by the same, a distance of 67.42 feet to a point, thence

S 05-59-39 W by the same, a distance of 99.45 feet to a point, thence

S 06-07-18 E by the same, a distance of 152.56 feet to a point, thence

S 67-23-11 W by land shown on the Plan as now or formerly of John F., Jr., and Robert S. Spence, a distance of 764.16 feet to a point, thence

S 67-26-47 W by said Spence land, a distance of 263.30 feet to a point near a drill hole, thence

S 67-04-04 W by land shown on the Plan as now or formerly of David N. Bailey, a distance of 426.04 feet to a point, thence

S 67-37-04 W by said Bailey land, a distance of 269.03 feet to a point, thence

S 66-06-34 W by said Bailey land, a distance of 252.00 feet to a point, thence

S 66-26-34 W by said Bailey land, a distance of 307.16 feet to a point near a drill hole, thence

S 68-00-34 W by said Bailey land, a distance of 197.00 feet to a point, thence

S 66-21-04 W by said Bailey land and Union Street, as shown on the Plan, a distance of 190.76 feet to a point, thence

S 67-27-54 W by land shown on the Plan as now or formerly of Joseph F. Mullen, a distance of 238.23 feet to a point, thence

N 27-20-52 W by Parcel FP1-8, as shown on the Plan, a distance of 185.71 feet to a point, thence

S 77-12-25 W by the same, a distance of 150.14 feet to a point, thence

S 88-20-38 W by the same, a distance of 373.93 feet to a point, thence

N 11-45-58 E by the same, a distance of 102.86 feet to a point, thence

N 88-16-21 E by the same, a distance of 324.22 feet to a point, thence

N 68-51-35 E by the same, a distance of 125.78 feet to a point, thence

N 27-20-52 W by the same, a distance of 324.38 feet to a point, thence

N 27-20-52 W by Parcel FE1-8, as shown on the Plan, a distance of 45.17 feet to a point, thence

S 80-11-25 W by the same, a distance of 309.42 feet to a rebar, thence

S 11-45-58 W by the same, a distance of 97.41 to a point, thence

S 11-45-58 W by said Parcel FP1-8, a distance of 2282.42 to a drill hole, thence

S 85-24-02 E by the same, a distance of 293.52 feet to a point, thence

N 49-34-53 E by the same, a distance of 225.00 feet to an aluminum monument, thence

S 20-44-51 E by Oregon Street, as shown on the Plan, and by land shown on the Plan as now or formerly of Colleen D. and Thomas R. Marble, Valerie J. and David J. Wilfert, Sandra H. and David L. Whitman, Wesley G. Wallace, Jr., Eleanor M. and Jesse Gray, Timothy F. Maguire, Patricia A. Burke, and Susan and Kenneth A. Painter, a distance of 825.90 feet to a drill hole in a stone wall, thence

S 66-58-05 W by land shown on the Plan as now or formerly of Gayle D. and Matthew Delvental, a distance of 53.84 feet to a point, thence

S 90-00-00 W by Parcel FP1-12A and Parcel FE1-12, as shown on the Plan, a distance of 1215.27 feet to a hub and tack, thence

S 01-42-08 E by the boundary of Parcel FE1-12, a distance of 475.51 feet to a point, thence

S 01-07-19 E by the same, a distance of 811.16 feet to a point, thence

S 00-31-31 W by the same, a distance of 477.81 feet to a point, thence

S 11-28-21 W by the same, a distance of 193.34 feet to a rebar, thence

S 37-36-26 W by the same, a distance of 250.18 feet to a point, thence

S 17-33-30 W by the same, a distance of 119.68 feet to a point, thence

S 20-56-35 W by the same, a distance of 357.20 feet to a rebar, thence

S 22-06-11 E by the same, a distance of 179.63 feet to a point, thence

S 66-39-14 W by said Parcel FP1-12, a distance of 82.12 feet to a point, thence

S 61-07-01 W by Parcel FE1-12B, as shown on the Plan, a distance of 67.10 feet to a point, thence

S 09-56-54 E by the same, a distance of 211.44 feet to a point, thence

S 61-07-01 W by the northerly line of Spruce Street, as shown on the Plan, a distance of 79.04 to an aluminum monument, thence

N 17-29-56 W by Parcel FE1-15B, as shown on the Plan, a distance of 204.01 feet to a point, thence

S 61-07-01 W by the same and by Parcel FP1-15, as shown on the Plan, a distance of 217.63 feet to a hub and tack, thence

N 50-33-22 W by said Parcel FP1-15, a distance of 261.33 feet to a point, thence

N 11-36-54 W by the same, a distance of 215.00 feet to a point, thence again

N 11-36-54 W by Parcel FE1-15A, as shown on the Plan, a distance of 357.54 feet to a hub and tack, thence

S 78-23-06 W by the same and by said Parcel FP1-15, a distance of 200.00 feet to a point, thence

S 11-35-36 E by said Parcel FP1-15, a distance of 267.96 feet to a point, thence

S 28-49-34 E by the same, a distance of 342.77 feet to a point, thence

S 30-47-21 E by the same, a distance of 331.64 feet to a point, thence

S 28-13-20 E by the same, a distance of 118.87 feet to a point, thence

S 61-07-01 W by the northerly line of said Spruce Street, a distance of 104.79 feet to a point, thence

N 29-24-08 W by Parcel FP1-16, as shown on the Plan, a distance of 272.11 feet to a point, thence

N 23-08-55 W by the same, a distance of 222.25 feet to a point, thence

N 28-50-03 W by the same, a distance of 56.70 feet to a point, thence

S 11-35-36 E by the same, a distance of 344.45 feet to a point, thence

N 70-02-16 W by land shown on the Plan as now or formerly of Jon B. and Abigail M. Ricketson, a distance of 16.81 feet to a point, thence

S 87-41-24 W by said Ricketson land and by land shown on the Plan as now or formerly of Joseph and Ellen Iacotucci and Gertrude E. Brown, Roslyn Street, as shown on the Plan, and by land shown on the Plan as now or formerly of Giorgio Ciber and Barbara Magini and Joseph J. Kelliher, Jr., a distance of 770.04 feet to a point near a concrete bound with a lead plug, thence

S 77-13-05 W by said Kelliher land, a distance of 89.84 feet to a point, thence

N 12-47-45 W by land shown on the Plan as now or formerly of the Town of Abington, Savine Street, as shown on the Plan, and by land shown on the Plan as now or formerly of

Joseph J. Kelliher, Jr., and George Shapiro et al., Trustees, a distance of 977.67 feet to a brass disk, thence

N 01-59-37 W by said Shapiro land, a distance of 305.61 feet to a point, thence

N 89-57-12 E by Parcel FP1-11, as shown on the Plan, and Parcel FE1-11, as shown on the Plan, a distance of 193.82 feet to a point, thence

N 36-56-04 W by the same, a distance of 338.75 feet to a point, thence

N 28-18-38 W by said Parcel FP1-11, a distance of 368.33 feet to a point, thence

N 29-57-14 W by the same, a distance of 322.73 feet to a point, thence

N 30-38-30 W by the same, a distance of 160.48 feet to a point, thence

N 27-28-36 W by said Shapiro land, a distance of 150.29 feet to a point, thence

N 27-44-41 W by Parcel FP1-10, as shown on the Plan, a distance of 93.12 feet to a point, thence

N 27-06-01 W by the same, a distance of 218.68 feet to a point, thence

N 19-50-01 W by the same, a distance of 315.31 feet to a point, thence

N 19-24-08 W by the same, a distance of 201.47 feet to a rebar, thence

S 62-33-44 W by the same, a distance of 342.96 feet to a point, thence again

S 62-33-44 W by Parcel FE1-10B, as shown on the Plan, a distance of 29.60 feet to a point, thence

N 54-47-59 W by the same, a distance of 66.58 feet to a point, thence

N 21-53-48 W by the same, a distance of 36.26 feet to a point, thence again

N 21-53-48 W by said Parcel FP1-10, a distance of 386.43 feet to a point, thence

N 62-33-44 E by the same and by Parcel FE1-10A, as shown on the Plan, a distance of 365.78 feet to a hub and tack, thence

N 27-28-36 W by said Parcel FE1-10A, a distance of 1260.72 feet to a point, thence

S 25-50-00 W by the same, a distance of 71.95 feet to a rebar, thence

S 61-53-41 W by the same, a distance of 638.86 feet to a point, thence

N 25-28-03 W by land shown on the Plan as now or formerly of Massachusetts Bay Transportation Authority (MBTA), a distance of 1609.24 feet to a point, thence

N 81-19-36 E by land shown on the Plan as snow or formerly of the United States of America (U.S.C.G. Buoy Depot), a distance of 13.66 feet to a point, thence

N 08-39-38 W by the same, a distance of 56.54 to a point, thence

N 14-14-58 W by the same, a distance of 13.50 to a point, thence

N 02-22-10 W by the same, a distance of 88.32 to a point, thence

N 07-01-02 E by the same, a distance of 86.80 feet to a point, thence

N 15-00-43 E by the same, a distance of 21.99 feet to a point, thence

N 74-42-33 E by the same, a distance of 190.55 feet to a point, thence

N 73-19-19 E by the same, a distance of 120.57 feet to a point, thence

N 15-59-30 W by the same, a distance of 372.48 feet to a brass disk, thence

Southwesterly by the same, along a non-tangent curve to the left with a radius of 2695.32 feet and an arc length of 51.21 feet to a point, thence

S 81-19-36 W by the same, a distance of 466.64 feet to a point, thence

N 25-28-03 W by said MBTA land, a distance of 684.58 feet to a point, thence

N 25-28-03 W by the same, a distance of 771.00 feet to a point, thence

Northerly by the same, along a tangent curve to the right with a radius of 2827.81 feet an arc length of 152.95 feet to a point near a concrete bound with a lead plug, thence

N 04-52-20 W by said Main Street (Route 18), a distance of 64.12 feet to a point, thence

S 88-51-46 W by the same, a distance of 11.33 feet to a point near a concrete bound with a lead plug, thence

N 01-07-37 W by the same, a distance of 575.53 feet to a brass disk, thence

S 90-00-00 E by Parcel FE1-2, as shown on the Plan, a distance of 259.78 feet to a point, thence

S 01-08-14 E by the same, a distance of 55.00 feet to a point, thence

S 90-00-00 E by the same, a distance of 591.97 feet to a rebar, thence S 31-57-59 E by the same, a distance of 541.22 feet to a point, thence S 66-01-36 E by the same, a distance of 71.13 feet to a point, thence N 34-56-13 W by the same, a distance of 293.73 feet to a point, thence N 31-40-00 W by the same, a distance of 474.21 feet to a point, thence N 33-29-15 W by the same, a distance of 291.86 feet to a point, thence N 31-35-13 W by the same, a distance of 142.49 feet to a point, thence N 33-08-39 W by the same, a distance of 316.63 feet to a point, thence N 31-48-29 W by the same, a distance of 134.07 feet to a point, thence S 58-27-39 W by the same, a distance of 48.08 feet to a point, thence S 34-20-38 W by the same, a distance of 52.15 feet to a point, thence N 76-28-33 W by the same, a distance of 40.69 feet to a point, thence S 40-19-05 W by the same, a distance of 16.73 feet to a point, thence S 03-23-19 E by the same, a distance of 50.16 feet to a point, thence S 47-05-20 W by the same, a distance of 108.67 feet to a point, thence N 73-47-38 W by the same, a distance of 37.24 feet to a point, thence S 10-35-27 W by the same, a distance of 19.93 feet to a point, thence S 40-14-32 W by the same, a distance of 59.51 feet to a point, thence S 02-23-27 E by the same, a distance of 151.58 feet to a point, thence

S 69-46-03 W by the same, a distance of 50.28 feet to the point of beginning, said parcel containing 37,631,950 square feet or 863.911 acres more or less, according to the Plan.

Excluding therefrom three certain parcels of land shown as F.A.A. Site, Parcel FE1-9 and FE1-6B on the Plan, more particularly bounded and described as follows:

F.A.A. SITE

A certain parcel of land located in the Town of Weymouth, County of Norfolk, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Beginning at a PK nail found at the southwesterly corner of the herein described parcel, thence

N 04-11-05 E by other land of the grantor, a distance of 150.00 feet to a point, thence

S 85-48-55 E by the same, a distance of 150.00 feet to a point, thence

S 04-11-05 W by the same, a distance of 150.00 feet to a point, thence

N 85-48-55 W by the same, a distance of 150.00 feet to the point of beginning, said parcel contains 22,500 square feet or 0.517 acres, more or less, according to the Plan.

PARCEL FE1-9

A certain parcel of land located partially in the Towns of Rockland and Abington, County of Plymouth, Commonwealth of Massachusetts, shown as Parcel FE1-9 on the Plan, more particularly bounded and described as follows:

Beginning at a point at the northwesterly corner of the herein described parcel, thence N 61-31-07 E by other land of the grantor, a distance of 218.40 feet to a point, thence S 25-02-46 E by the same, a distance of 350.50 feet to a point, thence N 64-57-14 E by the same, a distance of 424.35 feet to a point, thence N 25-02-46 W by the same, a distance of 480.87 feet to a point, thence N 80-49-32 E by the same, a distance of 857.13 feet to a point, thence N 04-46-15 E by the same, a distance of 679.48 feet to a point, thence S 85-21-11 E by the same, a distance of 149.85 feet to a point, thence S 75-31-36 E by the same, a distance of 160.79 feet to a point, thence S 00-00-01 E by the same, a distance of 13.90 feet to a point, thence

S 26-22-13 W by the same, a distance of 32.68 feet to a point, thence

S 09-14-40 W by the same, a distance of 48.70 feet to a point, thence S 02-27-16 W by the same, a distance of 173.96 feet to a point, thence S 04-02-30 W by the same, a distance of 174.22 feet to a point, thence S 04-07-08 W by the same, a distance of 367.28 feet to a point, thence S 04-53-10 W by the same, a distance of 214.03 feet to a point, thence S 03-45-50 W by the same, a distance of 639.97 feet to a point, thence S 06-21-09 W by the same, a distance of 139.73 feet to a point, thence S 04-10-16 W by the same, a distance of 221.35 feet to a point, thence S 16-31-51 E by the same, a distance of 172.63 feet to a point, thence S 63-14-48 W by the same, a distance of 415.45 feet to a point, thence S 75-09-06 W by the same, a distance of 327.37 feet to a point, thence S 25-56-41 W by the same, a distance of 63.51 feet to a point, thence S 64-16-38 W by the same, a distance of 200.45 feet to a point, thence N 25-28-07 W by the same, a distance of 600.70 feet to a point, thence N 25-41-34 W by the same, a distance of 789.01 feet to a point, thence

N 27-15-15 W by the same, a distance of 214.94 feet to the point of beginning, said parcel containing 2,228,816 square feet, or 51.167 acres, more or less, according to the Plan.

PARCEL FE1-6B

A certain parcel of land located in the Town of Rockland, County of Plymouth, Commonwealth of Massachusetts, shown as Parcel FE1-6B on the Plan, more particularly bounded and described as follows:

Beginning at a point that is the northeasterly corner of the herein described parcel; thence, S 23-39-15 E by other land of the grantor, a distance of 126.83 feet to a point, thence S 00-48-04 W by the same, a distance of 30.16 feet to a rebar, thence S 40-16-32 E by the same, a distance of 43.70 feet to a point, thence S 02-28-24 E by the same, a distance of 43.10 feet to a point, thence S 02-54-38 E by the same, a distance of 57.11 feet to a point, thence S 21-17-55 W by the same, a distance of 51.84 feet to a point, thence S 51-40-56 W by the same, a distance of 58.09 feet to a point, thence S 70-15-35 W by the same, a distance of 70.52 feet to a point, thence S 71-16-15 W by the same, a distance of 166.27 feet to a point, thence S 67-26-45 W by the same, a distance of 74.62 feet to a point, thence N 23-25-49 W by the same, a distance of 280.25 feet to a point, thence S 81-05-21 W by the same, a distance of 192.83 feet to a rebar, thence N 28-05-34 W by the same, a distance of 34.56 feet to a point, thence N 79-58-07 E by the same, a distance of 74.50 feet to a point, thence N 69-38-46 E by the same, a distance of 51.85 feet to a point, thence N 68-05-11 E by the same, a distance of 96.98 feet to a point, thence N 71-11-17 E by the same, a distance of 121.71 feet to a point, thence N 70-27-41 E by the same, a distance of 94.66 feet to a point, thence N 59-18-24 E by the same, a distance of 61.02 feet to a point, thence

N 72-58-56 E by the same, a distance of 79.87 feet to a point, thence

N 67-18-36 E by the same, a distance of 50.61 feet to the point of beginning of said parcel containing 152,284 square feet, or 3.496 acres, more or less.

PARCEL RL -2

Beginning at a rebar that is the northwesterly corner of the herein described parcel, thence

N 39-48-18 E by Parcel FP1-1B, as shown on the Plan, and by Parcel FE1-1A, as shown on the Plan, a distance of 585.62 feet to a point, thence

N 54-15-16 E by said Parcel FE1-1A, a distance of 182.97 feet to a rebar, thence

S 40-11-38 E by the same, a distance of 41.78 feet to a point, thence

S 34-34-45 E by the same, a distance of 50.84 feet to a point, thence

S 26-50-47 W by the same, a distance of 50.99 feet to a point, thence

S 19-26-35 E by the same, a distance of 104.20 feet to a point, thence

S 20-27-02 E by the same, a distance of 384.71 feet to a point, thence

S 20-35-08 E by the same, a distance of 45.25 feet to a point, thence

S 38-57-01 E by the same, a distance of 19.93 feet to a point, thence

S 85-55-53 W by Parcel FE2-1B, as shown on the Plan, a distance of 54.90 feet to a rebar, thence

S 49-14-43 W by the same, a distance of 43.81 feet to a point, thence

S 43-42-54 W by the same, a distance of 59.91 feet to a point, thence

S 27-57-30 W by the same, a distance of 232.52 feet to a rebar, thence

N 64-53-31 W by said Parcel FP1-1B, a distance of 511.72 feet to a point, thence

N 39-11-42 W by the same, a distance of 130.00 feet to the point of beginning, said parcel containing 365,572 square feet or 8.392 acres, more or less, according to the Plan.

PARCEL RL-3

Beginning at a point that is the northwesterly corner of the herein described parcel, thence S 62-15-48 E by Parcel FE1-7, as shown on the Plan, a distance of 238.25 feet to a point, thence

S 12-17-17 W by the same, a distance of 198.19 feet to a point, thence S 12-25-01 W by the same, a distance of 110.13 feet to a point, thence S 22-05-45 W by the same, a distance of 70.82 feet to a point, thence S 26-54-11 W by the same, a distance of 60.64 feet to a point, thence S 33-40-17 W by the same, a distance of 68.03 feet to a point, thence N 77-02-51 W by the same, a distance of 24.49 feet to a point, thence N 54-42-06 W by the same, a distance of 15.02 feet to a point, thence N 37-42-19 W by the same, a distance of 26.34 feet to a point, thence N 53-03-26 W by the same, a distance of 22.00 feet to a point, thence N 61-23-07 W by the same, a distance of 31.88 feet to a point, thence N 69-13-16 W by the same, a distance of 31.01 feet to a point, thence N 52-45-21 W by the same, a distance of 27.56 feet to a point, thence N 30-55-44 W by the same, a distance of 28.27 feet to a point, thence N 19-34-03 W by the same, a distance of 45.12 feet to a point, thence N 10-02-56 W by the same, a distance of 47.05 feet to a point, thence N 10-15-48 W by the same, a distance of 50.68 feet to a point, thence N 03-08-58 W by the same, a distance of 44.85 feet to a point, thence

N 26-35-10 E by the same, a distance of 323.71 feet to the point of beginning, said parcel containing 133,469 square feet, or 3.064 acres, more or less, according to the Plan.

PARCEL RL-4

Beginning at a point on the easterly side of Main Street (Route 18), as shown on the Plan, said point also being northwesterly corner of the herein described parcel, thence

S 90-00-00 E by Parcel FE1-1A, as shown on the Plan, and by Parcel FP1-1B, as shown on the Plan, a distance of 1032.66 feet to a point, thence

S 00-00-00 W by said Parcel FP1-1B, a distance of 553.19 feet to a rebar, thence

S 00-00-00 W by the same and by Parcel FE1-1B, as shown on the Plan, a distance of 822.42 feet to a point, thence

N01-08-14 W by land shown on the Plan as now or formerly of John B. Brown, Trustee, James R. Puopolo and Seymour Levine, Trustee, a distance of 391.77 feet to a point, thence

N 88-22-59 W by said Seymour Levine, Trustee, land, a distance of 199.47 feet to a point, thence

N 01-07-37 W by the easterly side of said Main Street (Route 18), a distance of 155.90 feet to the point of beginning, said parcel containing 489,611 square feet or 11.240 acres, more or less, according to the Plan.

1212096.5

Exhibit D

Exhibit E

Exhibit F

Exhibit G

Reservation of Terminal Doppler Weather Easements

Easement Plan

500 Foot Radius Clear Zone Safety Easement 2000 Foot Radius Clear Zone Operational Easement

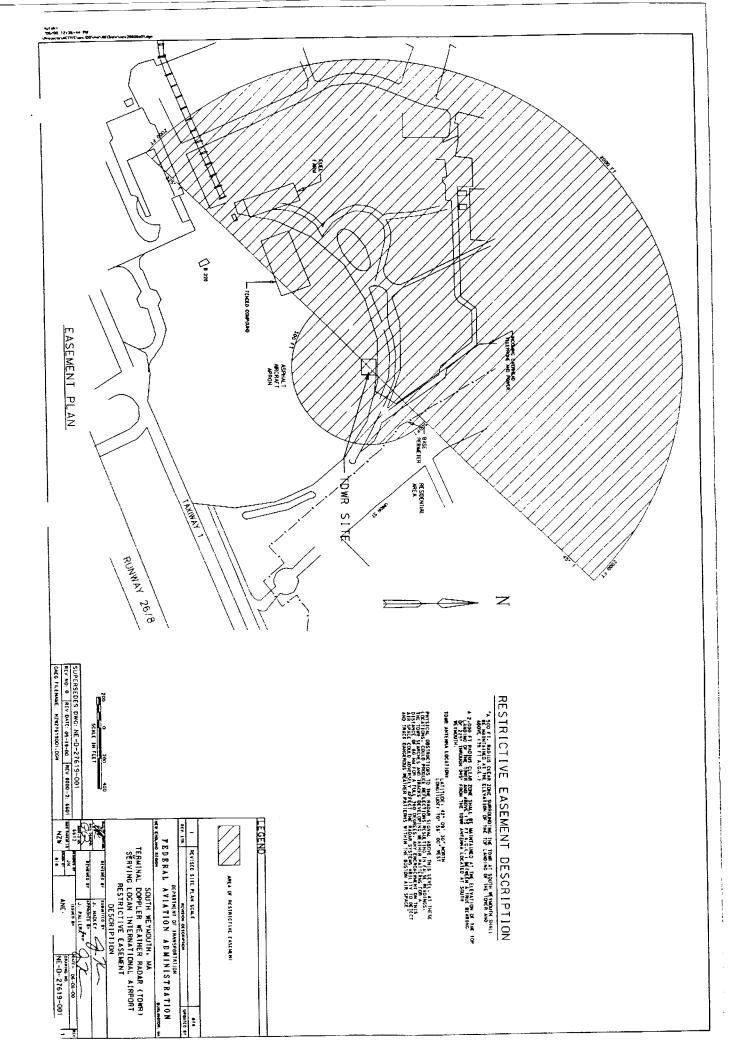


Exhibit H

Exhibit I

Reservation of Non-Exclusive Easement

Coast Guard Housing Legal Description

Exhibit I-1

Plan of Roadways

Exhibit I-2

Plan of Drainage Outfall Area

U.S.C.G. FAMILY HOUSING

A certain parcel of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown as "U.S.C.G. Family Housing" on a plan entitled "Property Boundary Survey (F.O.S.T No.1 and No.2), Naval Air Station, South Weymouth, MA", prepared by Surveying and Mapping Consultants, Inc., dated April ??, 2003, recorded herewith (the "Plan"), more particularly bounded and described as follows:

Beginning at a point near a concrete bound with a drill hole at the northwesterly corner of the herein described parcel as shown on the Plan, thence

N 41-28-04 E by Parcel FP1-1A, as shown on the Plan, a distance of 1160.61 feet to a point, thence

S 25-20-01 E by land shown on the Plan as now or formerly of Douglas P. and Lisa A. Folsom, Wayne A. and Kimberly J. Buscemi, Mark L. and Lisa S. Trainor and Robert R. Schleiff, a distance of 384.00 feet to a point, thence

S 31-23-58 E by land shown on the Plan as now or formerly of Robert R. Schleiff, Peter and Virginia M. Rose, Beatrice and Edward G. Croke, Marsha L. Bryant, Charles W. Lufkin and Vincent L. and Marie A. Jankord, a distance of 553.94 feet to a point, thence

S 32-43-26 E by land shown on the Plan as now or formerly of Vincent L. and Marie A. Jankord, Allan C., Steven D. and Allan R. Sloane, Allison Delisle, James F. Gallahue, III, Ronald R. Reed, John A. and Laura A. Bartolomeo and Stephen Gregg and Roberta Ferguson-Gregg, a distance of 548.09 feet to a point, thence

S 12-32-58 E by land shown on the Plan as now or formerly of Town of Weymouth, a distance of 141.26 feet to a point, thence

S 39-10-29 E by land shown on the Plan as now or formerly of John and Deborah Thompson and Joseph R. and Michael M. Cowan, a distance of 1031.32 feet to a point, thence

N 83-29-23 E by said Cowan land, a distance of 144.83 feet to a point, thence

N 81-10-41 E by the same, a distance of 78.50 feet to a point, thence

S 16-19-09 E by land shown on the Plan as now or formerly of Edward A. Scigliano and Anita Stranberg and William J. and Marie E. Kerrigan, a distance of 293.29 feet to a point, thence

S 88-41-48 W by Parcel FP1-5, as shown on the Plan, a distance of 635.47 feet to a point, thence

S 84-41-53 W by the same and by other land of the grantor, a distance of 783.64 feet to a point near a concrete bound with a drill hole, thence

Northwesterly by Parcel FE2-1B, as shown on the Plan, along a curve to the left having a radius of 1650.00 feet and an arc length of 1079.89 feet to a steel survey marker, thence

Northwesterly by the same and by Parcel FEI-1A, as shown on the Plan, along a curve to the left of radius 1650.00 feet and an arc length of 1079.89 feet to the point of beginning, said parcel contains 2,191,792 square feet or 50.317 acres, more or less, according to the Plan.

1212942.2

U.S.C.G. FAMILY HOUSING MAINTENANCE SITE

A certain parcel of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown as "U.S.C.G. Family Housing Maintenance" on a plan entitled "Property Boundary Survey (F.O.S.T No.1 & No.2), Naval Air Station, South Weymouth, MA", prepared by Surveying and Mapping Consultants, Inc., dated April ??, 2003, recorded herewith (the "Plan"), more particularly bounded and described as follows:

Beginning at the southeasterly corner of the herein described parcel, thence

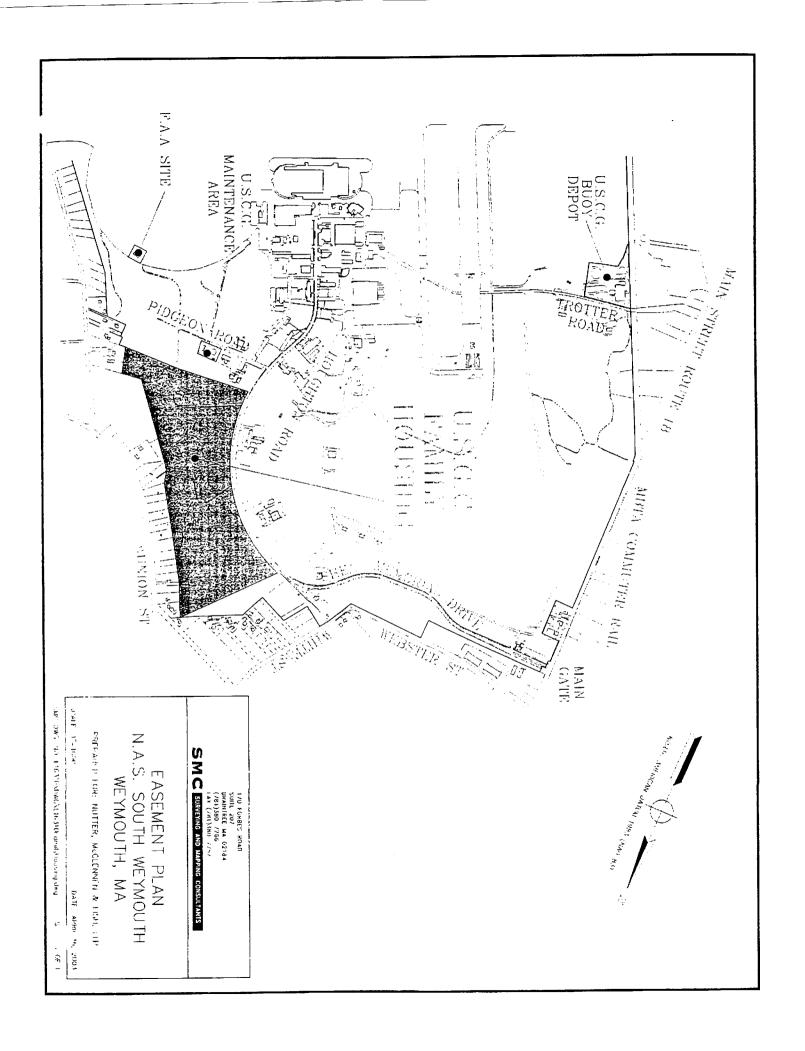
N 89-58-05 W by other land of the Grantor, a distance of 237.00 feet to a point, thence

N 00-01-55 E by the same and by Parcel FEI-5, as shown on a plan, a distance of 150.00 feet to a point, thence

S 89-03-45 E by said Parcel FEI-5, a distance of 217.95 feet to a point, thence

S 07-23-05 E by the same and by other land of the grantor, a distance of 147.79 feet to the point of beginning, said parcel contains 33,711 square feet or 0.774 acres, more or less, according to the Plan.

1212943.2



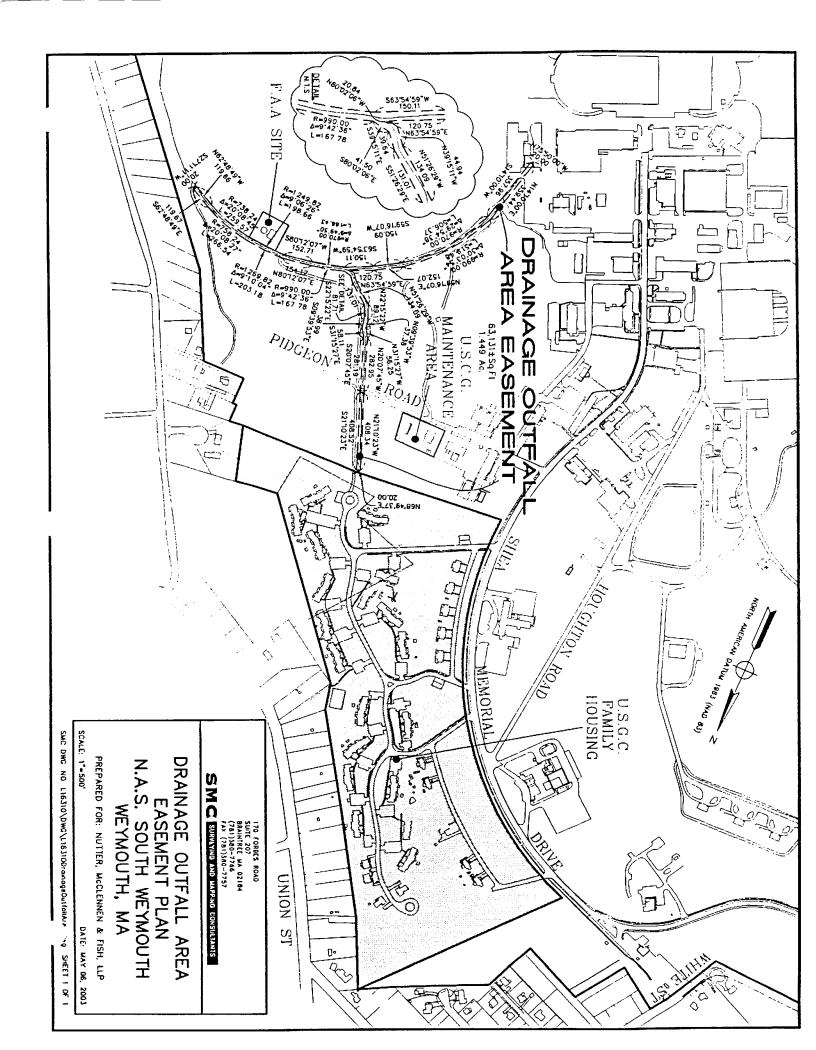


Exhibit J

Reservation of Non-Exclusive Easement

FAA Terminal Doppler Weather Radar Facility Legal Description

F.A.A. SITE

A certain parcel of land located in the City of Weymouth, County of Norfolk, Commonwealth of Massachusetts, shown as "F.A.A. Site" on a plan entitled "Property Boundary Survey (F.O.S.T No.1 & No.2), Naval Air Station, South Weymouth, MA", prepared by Surveying and Mapping Consultants, Inc., dated April ??, 2003, recorded herewith (the "Plan"), more particularly bounded and described as follows:

Beginning at a PK nail found at the southwesterly corner of the herein described parcel as shown on the Plan, thence

N 04-11-05 E by other land of the grantor, a distance of 150.00 feet to a point, thence

S 85-48-55 E by the same, a distance of 150.00 feet to a point, thence

S 04-11-05 W by the same, a distance of 150.00 feet to a point, thence

N 85-48-55 W by the same, a distance of 150.00 feet to the point of beginning, said parcel contains 22,500 square feet or 0.517 acres, more or less, according to the Plan.